



2817 Canal Street  
New Orleans, LA 70119

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

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**Thursday, January 9, 2025**

**11:00 AM**

**RTA Board Room**

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The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Thursday, January 9, 2024 at 11:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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

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](mailto:rtaboard@rtaforward.org)).

**1. Call To Order**

**2. Roll Call**

**3. Consideration of Meeting Minutes**

**4. Committee Chairman's Report**

[Finance Committee Minutes - December 12, 2024]

**25-003**

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

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

[Financial Statement]

**25-004**

**7. DBE Report****8. Chief Planning and Capital Project Officer's Report****9. Reconsiderations**

Swiftly Contract Award for Software Services [24-116](#)

**10. Procurements**

## A. Authorizations:

Cooperative Endeavor Agreement with GNO Inc for Shelter Improvement Funding [24-141](#)

Third-Party Administrator of Automobile/General Liability and Workers' Compensation Claims [24-147](#)

Changes to the Office of Internal Audit and Compliance's Internal Audit Charter [24-150](#)

## B. Grants:

FY25 PROTECT Grant Resilience Improvement Application/Bus Shelter Installations [24-143](#)

**11. New Business****12. Audience Questions & Comments****13. Adjournment**

[01.09.25 Fin Meeting PowerPoint ] **25-006**



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 25-003

**Board of Commissioners**

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[Finance Committee Minutes - December 12, 2024]



2817 Canal Street  
New Orleans, LA 70119

## New Orleans Regional Transit Authority Finance Committee

### Meeting Minutes - Draft

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Thursday, December 12, 2024

11:00 AM

RTA Board Room

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The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Thursday, December 12, 2024 at 11:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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

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### 1. Call To Order

### 2. Roll Call

**Commissioners Present:** Commissioner Walton, Commissioner Colin and Commissioner Daniels

**Commissioners Also Present:** Commissioner Guidry and Commissioner Neal

### 3. Consideration of Meeting Minutes

[Finance Committee Meeting - July 11, 2024 ]

[24-136](#)

Commissioner Daniels moved and Commissioner Colin seconded to approve the Meeting Minutes from the July 11, 2024, Finance Committee Meeting. The

meeting was approved unanimously.

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

No Report.

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

The CEO reported that several procurements would be brought before the Board for approval to rectify items that were identified in the audits that were done on the Paratransit Department. She stated that staff was looking into changing the scheduling software, and looking into bringing a consultant with industry experience in Paratransit clear up the department deficiencies.

The CEO further reported that the Internal Audit Department job was to investigate different departments and correct the necessary deficiencies. The audit done on the Paratransit Department was completed in July, because the Board did not meet the audit was not presented to the Board. The auditor has clarified some items that was stated in the audit report. Also, the employees that were not qualified for overtime did not receive overtime pay and employees supervisors approve all overtime pay and there are controls in place in the Finance System to make sure that employees who are not eligible for overtime are not paid.

In response to a question from Commissioner Colin regarding overtime, the CFO reported that normally overtime was not presented in the Financial Reports. Commissioner Colin then requested to start receiving an overtime payment report later.

In response to a question from Commissioner Walton, the CEO reported that she commissioned the Internal Audit Report on the Paratransit Department so that the new Chief Transit Officer understood the issues in that department.

The agency is currently interviewing candidates for the Chief Transit Officer's Position and once hired that person will hire a Paratransit Director.

The agency is holding a Stuff The Bus event for Convenient House.

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

The CFO presented the monthly financial report. This report can be found in the PowerPoint Presentation for the Finance Committee Meeting.

The CFO reported that the Chalmette Ferry was out of service due to the Cost Guard regulations that is why fare box recovery was down. In response to a question from Commissioner Colin, the CFO reported that the fare box Recovery Rate was ridership and operating expenses.

#### **7. RTA's CY2025 Operating and Capital Budget**

The CFO presented the RTA's CY2025 Operating and Capital Budget Report. This report can be found in the PowerPoint Presentation for the Finance Committee Meeting.

The CFO reported that the cash was collected by farebox system and when the fare boxes are updated on the buses and streetcars they will also be updated on the ferries .

RTA CY2025 Operating and Capital Budget

[24-130](#)

Commissioner Daniels moved and Commissioner Colin seconded to approve the RTA's CY2025 Operating and Capital Budget. The motion was approved unanimously.

## 8. DBE Report

The DBE Report was presented by staff. This report can be found in the PowerPoint Presentation for the Finance Committee Meeting.

In response to a question from Commissioner Colin, it was reported that the agency's DBE Goal is 32% and currently the RTA was at 28%. It was further reported that for the Transit Ferry Services the DBE goal was 10% and is currently at 20%. The correct title for the Janitorial Project was Temporary Janitorial Services and this project was 100% Small Business.

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

The Chief of Planning and Capital Projects presented the monthly planning report. This report can be found in the PowerPoint Presentation for the Finance Committee Meeting.

In response to a question from Commissioner Colin, The Chief Planning Officer reported that the drawings for the Algiers Ferry Building Renovation should be on the RTA website. The CEO stated that once the consultants are identified all the drawings will go up around the construction site.

In response to a question from Commissioner Walton, The Chief Planning Officer stated that each transit hub will have its own infrastructure to power the vehicles. The CEO added that the RTA has received \$170M of competitive Federal Grants. Commissioners Walton and Colin congratulated staff on receiving the \$170M from Federal Grants. Commissioner Colin then requested to meet with the Chief Planning Officer to go over all the active capital projects.

## 10. Procurements

### A. Authorizations:

A Cooperative Endeavor Agreement (CEA) between  
Plaquemines Port Harbor & Terminal District and the  
Regional Transit Authority (RTA)

[24-032](#)

The CEO reported that this agreement was for 3-5 years and the RTA will only pay for this service if needed and the terms can all be extended if necessary.

Commissioner Daniels moved and Commissioner Colin seconded to approve the CEA between Plaquemines Port Harbor & Terminal District and the RTA. The motion was approved unanimously.

Enactment No: 24-062

Clever Devices Contract Award for Software Services

[24-093](#)

Commissioner Colin moved and Commissioner Daniels seconded to approve the Clever Devices Contract Award for Software Services. The motion was approved unanimously.

Enactment No: 24-071

Swiftly Contract Award for Software Services

[24-116](#)

In response to a question from Commissioner Guidry, the CEO stated that the On-Time Performance needed from Clever is not delivered in a timely matter whereas Swiftly will deliver the information in a timely matter. She further stated that Swiftly does more than Clever does. Commissioner Guidry then requested more information from staff regarding this contract.

Commissioner Daniels moved and Commissioner Colin seconded to defer this item to the full Board Meeting and from under the Consent Agenda. The motion was approved unanimously.

CY 2023 Single Audit Acceptance

[24-121](#)

Commissioner Daniels moved and Commissioner Colin seconded to approve the CY2023 Single Audit. The motion was approved unanimously.

Enactment No: 24-065

CY 2023 Financial Audit Acceptance

[24-122](#)

Becky Hammond gave the CY2023 Financial and Single Audit. This report can be found in the Finance Committee PowerPoint date December 12, 2024.

Becky Hammond gave an Unmodified Opinion (clean) audit on the financial statements.

**Summary of Findings:**

**Material Weakness:** Preparation of Schedule of Expenditures of Federal Awards and Reconciliation of Grant Revenue

**Significant Deficiency:** Internal Control over Accrual Process for Accounts Payable

**Significant Deficiency:** Internal Control Over Self-Insurance Case

## Reserves and Structured Settlements

**Compliance:** Timely Submission of Audit to Legislative Auditor

Commissioner Neal stated that he would like to meet with Becky Hammond regarding the legal settlements.

In response to a question from Commissioner Colin regarding legal settlements, the CEO reported that staff will bring forward a policy on the Legal Department regarding settlements. The CFO reported that a lot of the findings were due to the Oracle implementation and has been resolved. Becky Hammond stated that all these findings are listed in the Audit. Commissioner Walton stated that Oracle was a more user friendly system.

Commissioner Daniels moved and Commissioner Colin seconded to approve the CY2023 Financial Audit Acceptance. The motion was approved unanimously.

Enactment No: 24-066

## Rail Tamping Machine Contract

[24-123](#)

It reported that the Maintenance Dept always had a manual machine never an automated machine for taming. This machine will reduce the maintenance cost. The name of the company the machine will be purchased from is Harsco.

Commissioner Daniels moved and Commissioner Colin seconded to approve the Rail Tamping Machine Contract. The motion was approved unanimously.

Enactment No: 24-067

Cooperative Endeavor Agreement Between the City of  
New Orleans and the Regional Transit Authority for Algiers  
Ferry Terminal Funding

[24-128](#)

Commissioner Daniels moved and Commissioner Colin seconded to approve the CEA between the City of New Orleans and the RTA. The motion was approved unanimously.

Enactment No: 24-068

## Fixed Route: 8 - Cutaway Buses

[24-127](#)

Commissioner Colin moved and Commissioner Daniels seconded to approve the Fixed Route 8 - Cutaway Buses. The motion was approved unanimously.

Enactment No: 24-069

## Award Pivotal Engineering Transit Stops Inventory

[24-129](#)



### Improvement Project

The CEO reported that most of these projects will be reported on in the Capital Project Report. In response to question from Commissioner Guidry, the Chief Planning and Capital Projects Officer reported that Trapeze does not have the necessary information needed for this Capital Project.

Commissioner Daniels moved and Commissioner Colin seconded to approve the Pivotal Engineering Transit Stops Inventory Improvement Project. The motion was approved unanimously.

Enactment No: 24-070

### B. Amendments:

#### NeoGov Contract Renewal (2025)

[24-112](#)

Commissioner Colin moved and Commissioner Daniels seconded to approve the amendment of the NeoGov Contract. The motion was approved unanimously.

Enactment No: 24-063

## 11. Reconsiderations

### Janitorial Services Permanent Contract-EDS

[24-080](#)

Wayne August - August Building Maintenance asked that the Board reject the current contract award. He stated that his company has been providing Janitorial Services for the RTA for 17 years. His company is 100% DBE, and his company won the original bid for temporary janitorial service then later a protest was received for this contract. He stated that his cost is lower than the contract up for award and this company is based in Baton Rouge and takes jobs from people in New Orleans.

Kevin Gray - EDS - Is a non-profit agency that has been in business for 40 years. The State Use Law was passed to help the disabled community in Louisiana. They work with various non-profit agencies in Louisiana. The workers for this contract would be provided by Goodwill New Orleans so all the workers will be local. 70% of the workers would be disabled and the current contracts that they have are with the State Supreme Court, Jefferson Parish DA, NOCCA and the Louisiana National Guard. The unemployment rate for the disabled is between 55-70%.

In response to a question from Commissioner Colin, Kevin Gray stated that they plan on employing 15 individuals which includes workers and supervisors.

Scottie Leblanc - Goodwill Industries - All the money for this contract will go to the employees and Goodwill was not looking to make money on this contract. This program helps veterans, kids aging out of foster care and re-entry

programs. Job coaches are on hand to help the employees with their jobs. Currently they employ 270 individuals. Goodwill Industries currently purchase passes for the re-entry program and for the veterans.

In response to a question from Commissioner Daniels, Ronald Baptiste stated that 2 solicitations were offered and once the bid was awarded they were errors that was found internally and the bid had to be canceled because each respondent prepared their bid based on flawed data and another solicitation was offered and that process was also flawed and staff decided to go with the State Contract and ABM has continued to do the Janitorial Services.

In response to a question from Commissioner Daniels, the Procurement Director stated that another solicitation would have to go out for August to bid on for Janitorial Services and this is a Small Business Award. On average 3-5 Small Business would respond to the past solicitation.

In response to a question from Commissioner Walton about staff, the Procurement Director stated that both issues were resolved and neither employees are employed with the agency. Commissioner Daniels stated that it was unfortunate that the process did not meet the Procurement Rules and Regulations.

Commissioner Colin inquired why staff has chosen to go with the State Contract and not go through the regular Procurement Process. Commissioner Daniels added that this is a difficult conversation that needs to take place, because someone is going to lose.

The CEO stated that if the RTA re-bids the contract there is no guarantee that ABM will win the bid. The CEO reminded the board that this contract is month to month.

Commissioner Walton stated that he has found out more information regarding this contract today at this meeting than he has ever had. He stated that he is inclined to move this item to the full Board. He does not want the Board to make a rush decision on these services. He wanted the full Board to receive all the information that he received today before a decision is made. He wants to make sure that staff does everything to prevent this from happening again.

Commissioner Daniels stated that the committee will not vote on this today and the Board will receive all the necessary information needed to decide. Commissioner Colin added that the Board is making sure that it is doing its due diligence on this contract.

Wayne August stated that the day the Board was going to approve his contract a protest was done, and the RTA did not follow its own Procurement Process when dealing with the protest for this project.

Kevin Gray stated that all of this could have been avoided just by awarding his

agency the contract from the State Contract and Commissioner Walton stated that some Board Members may have an issue with the State Contract process.

Commissioner Daniels moved to defer this item until the full Board Meeting Commissioner Colin seconded. The motion was approved unanimously.

Enactment No: 24-072

## 12. New Business

None.

## 13. Audience Questions & Comments

## 14. Adjournment

Commissioner Daniels moved and Commissioner Colin seconded to adjourn the Finance Committee Meeting on December 12, 2024. The motion was approved unanimously.

[12.12.24 Finance PowerPoint]

[24-145](#)



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 25-004

**Finance Committee**

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[Financial Statement]

**November 2024  
Analysis of Financials**

Budget	Actuals	Variances		Explanation of Variance
		Amount	%age	
<b><u>Passenger Revenue</u></b>				
10,753,336	9,496,165	(1,257,171)	(11.7%)	Passenger Fares were 11.7% (\$1.3M) under projections through November while ridership was 7.4% (991K) under budget. Bus ridership maintained the significant increase that was partially due to the use of Automatic Passenger Counting beginning in April 2023, while the Streetcar ridership data temporarily remains with GFI.
<b><u>Sales Tax</u></b>				
101,107,094	95,103,765	(6,003,329)	(5.9%)	Sales tax collections are 5.9% below projections through November.
<b><u>Labor</u></b>				
62,168,205	57,546,291	4,621,914	7.4%	Labor is \$4.6M (7.4%) under budget through November. ATU wages are slightly over budget while IBEW and Non-Contract Administrative wages are under budget for the first 11 months of the year.
<b><u>Fringe Benefits</u></b>				
21,035,751	19,481,004	1,554,747	7.4%	Fringe Benefits are 7.4% (\$1.6M) under projections through November. Updates in the accounting process of health benefits is the primary reason for this variance. Analysis and projections are more accurate but analysis continues.
<b><u>Services</u></b>				
16,427,114	9,186,209	7,240,905	44.1%	Most Service line items are well under budget through November. Professional/Technical Services (legal fees, consultants, other outside services, etc.), Contract Maintenance Services and Private Security are the main contributors to these shortfalls.
<b><u>Materials and Supplies</u></b>				
12,098,955	10,579,675	1,519,280	12.6%	Diesel fuel prices for the month of November were budgeted at \$3.15/gal. (excl. \$0.21/gal. tax). Actual diesel fuel prices for November averaged \$2.23/gal. (before taxes), which was \$0.93/gal. under budget and \$0.02/gal. more than the average price for October. Diesel fuel consumption for November was 73,341 gallons under budget.
<b><u>Taxes</u></b>				
453,255	376,932	76,323	16.8%	All taxes were under budget through November.
<b><u>Miscellaneous Expenses</u></b>				
767,470	879,631	(112,161)	(14.6%)	Miscellaneous expenses, including travel and other miscellaneous, were 14.6% over budget through November.

**REGIONAL TRANSIT AUTHORITY  
CONSOLIDATED INCOME STATEMENT  
BUDGET TO ACTUAL COMPARISON  
November 30, 2024  
Unaudited**

	Current Month				Year to Date				CY2024 Budget
	Budget	Actual	\$ Var.	%Var.	Budget	Actual	\$ Var.	%Var.	
<b>Operating Revenues</b>									
Passenger Fares	977,576	844,548	(133,028)	(13.61%)	10,753,336	9,496,165	(1,257,171)	(11.69%)	11,730,909
General Use Sales Tax	7,645,195	7,502,464	(142,731)	(1.87%)	84,097,145	79,665,326	(4,431,819)	(5.27%)	91,742,336
State Motor Vehicle Sales Tax	708,610	530,708	(177,902)	(25.11%)	7,794,710	5,903,436	(1,891,274)	(24.26%)	8,503,325
Hotel/Motel Sales Tax	837,749	562,560	(275,189)	(32.85%)	9,215,239	9,535,004	319,765	3.47%	10,052,985
Other Revenue	194,132	128,531	(65,601)	(33.79%)	2,135,452	2,292,653	157,201	7.36%	2,329,579
<b>Total Operating Revenues</b>	<b>10,363,262</b>	<b>9,568,811</b>	<b>(794,451)</b>	<b>(7.67%)</b>	<b>113,995,882</b>	<b>106,892,584</b>	<b>(7,103,298)</b>	<b>(6.23%)</b>	<b>124,359,134</b>
<b>Operating Expenses</b>									
Labor	5,651,655	7,431,378	(1,779,723)	(31.49%)	62,168,205	57,546,291	4,621,914	7.43%	67,819,861
Fringe Benefits	1,912,341	2,514,543	(602,202)	(31.49%)	21,035,751	19,481,004	1,554,747	7.39%	22,948,089
Services	1,493,374	728,103	765,271	51.24%	16,427,114	9,186,209	7,240,905	44.08%	17,920,491
Materials and Supplies	1,099,905	647,833	452,072	41.10%	12,098,955	10,579,675	1,519,280	12.56%	13,198,860
Utilities	144,632	110,697	33,935	23.46%	1,590,952	1,423,125	167,827	10.55%	1,735,583
Casualty & Liability	1,002,708	857,613	145,095	14.47%	11,029,788	8,535,662	2,494,126	22.61%	12,032,500
Taxes	41,205	35,911	5,294	12.85%	453,255	376,932	76,323	16.84%	494,454
Miscellaneous	69,770	63,456	6,314	9.05%	767,470	879,631	(112,161)	(14.61%)	837,242
Leases and Rentals	19,622	21,510	(1,888)	(9.62%)	215,842	175,677	40,165	18.61%	235,462
<b>Total Oper. Exp. (excl. Depr.)</b>	<b>11,435,212</b>	<b>12,411,044</b>	<b>(975,832)</b>	<b>(8.53%)</b>	<b>125,787,332</b>	<b>108,184,206</b>	<b>17,603,126</b>	<b>13.99%</b>	<b>137,222,542</b>
<b>Net Operating Revenue</b>	<b>(1,071,950)</b>	<b>(2,842,232)</b>	<b>(1,770,282)</b>	<b>165.15%</b>	<b>(11,791,450)</b>	<b>(1,291,622)</b>	<b>10,499,828</b>	<b>(89.05%)</b>	<b>(12,863,408)</b>
<b>TMSEL Legacy Costs</b>									
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%	0
TMSEL Health Benefit Costs	97,836	109,716	(11,880)	(12.14%)	1,076,196	1,121,174	(44,978)	(4.18%)	1,174,033
TMSEL Workers' Comp. Costs	21,333	107,055	(85,722)	(401.83%)	234,663	1,328,781	(1,094,118)	(466.25%)	256,000
TMSEL All Other Costs	39,332	74,653	(35,321)	(89.80%)	432,652	502,347	(69,695)	(16.11%)	471,985
<b>Total TMSEL Legacy Costs</b>	<b>158,501</b>	<b>291,424</b>	<b>(132,923)</b>	<b>(83.86%)</b>	<b>1,743,511</b>	<b>2,952,302</b>	<b>(1,208,791)</b>	<b>(69.33%)</b>	<b>1,902,018</b>
<b>Net Rev. (Before Gov't. Asst.)</b>	<b>(1,230,451)</b>	<b>(3,133,657)</b>	<b>(1,903,206)</b>	<b>154.68%</b>	<b>(13,534,961)</b>	<b>(4,243,924)</b>	<b>9,291,037</b>	<b>(68.64%)</b>	<b>(14,765,426)</b>
<b>Maritime Operations</b>									
Passenger Fares	90,399	56,817	(33,582)	(37.15%)	994,389	745,181	(249,208)	(25.06%)	1,084,783
Labor and Fringe Benefits	(25,188)	(32,690)	7,502	(29.78%)	(277,068)	(486,906)	209,838	(75.74%)	(302,261)
Services	(46,231)	(29,818)	(16,413)	35.50%	(508,541)	(2,912,169)	2,403,628	(472.65%)	(554,776)
Materials and Supplies	(52,852)	(52,132)	(720)	1.36%	(581,372)	(579,447)	(1,925)	0.33%	(634,228)
Taxes	(668)	(483)	(185)	27.75%	(7,348)	(5,616)	(1,732)	23.58%	(8,018)
Purchased Transportation	(914,843)	(840,698)	(74,145)	8.10%	(10,063,273)	(8,094,966)	(1,968,307)	19.56%	(10,978,119)
Other Operating Expenses	(43,031)	(1,348)	(41,683)	96.87%	(473,341)	(3,437)	(469,904)	99.27%	(516,372)
Preventive Maintenance	49,470	50,000	530	1.07%	544,170	503,970	(40,200)	(7.39%)	593,640
LA State Appropriations	583,333	0	(583,333)	(100.00%)	6,416,663	7,000,000	583,337	9.09%	7,000,000
State Subsidy	359,611	428,333	68,722	19.11%	3,955,721	5,856,664	1,900,943	48.06%	4,315,351
<b>Total Maritime Operations</b>	<b>0</b>	<b>(422,019)</b>	<b>422,019</b>	<b>(100.00%)</b>	<b>0</b>	<b>2,023,274</b>	<b>(2,023,274)</b>	<b>(100.00%)</b>	<b>0</b>
<b>Government Operating Assistance</b>									
Preventive Maintenance	1,273,950	1,288,604	14,654	1.15%	14,013,450	13,989,011	(24,439)	(0.17%)	15,287,397
State Parish Transportation	151,527	150,013	(1,514)	(1.00%)	1,666,797	1,804,990	138,193	8.29%	1,818,321
COVID Funding	470,856	0	(470,856)	(100.00%)	5,179,416	0	(5,179,416)	(100.00%)	5,650,266
<b>Total Government Oper. Asst.</b>	<b>1,896,333</b>	<b>1,438,617</b>	<b>(457,716)</b>	<b>(24.14%)</b>	<b>20,859,663</b>	<b>15,794,001</b>	<b>(5,065,662)</b>	<b>(24.28%)</b>	<b>22,755,984</b>
<b>Net Revenue (After Gov't. Asst.)</b>	<b>665,882</b>	<b>(2,117,058)</b>	<b>(1,938,903)</b>	<b>(291.18%)</b>	<b>7,324,702</b>	<b>13,573,351</b>	<b>2,202,101</b>	<b>30.06%</b>	<b>7,990,558</b>

**REGIONAL TRANSIT AUTHORITY  
CONSOLIDATED INCOME STATEMENT  
BUDGET TO ACTUAL COMPARISON  
November 30, 2024  
Unaudited**

	Current Month				Year to Date				
	Budget	Actual	\$ Var.	%Var.	Budget	Actual	\$ Var.	%Var.	
<b>Net Revenue (After Gov't. Asst.)</b>	<b>665,882</b>	<b>(2,117,058)</b>	<b>(1,938,903)</b>	<b>-291.18%</b>	<b>7,324,702</b>	<b>13,573,351</b>	<b>2,202,101</b>	<b>30.06%</b>	<b>7,990,558</b>
<b>Government Non-Operating Rev. (Exp.)</b>									
Federal - Capital (exc. Maritime)	2,399,106	1,449,664	(949,442)	(39.57%)	26,390,166	23,661,402	(2,728,764)	(10.34%)	28,789,270
Local - Capital (exc. Maritime)	1,137,474	362,416	(775,058)	(68.14%)	12,512,214	7,632,643	(4,879,571)	(39.00%)	13,649,684
Capital Expenditures (exc. Maritime)	(3,536,580)	(1,812,080)	1,724,500	(48.76%)	(38,902,380)	(31,294,046)	7,608,334	(19.56%)	(42,438,954)
Capital Revenues (Maritime)	360,387	30,410	(329,977)	(91.56%)	3,964,257	3,065,464	(898,793)	(22.67%)	(4,324,649)
Capital Expenses (Maritime)	(360,387)	(38,012)	(322,375)	89.45%	(3,964,257)	(3,831,830)	132,427	(3.34%)	4,324,649
FEMA Project Worksheets	0	0	0	0.00%	0	0	0	0.00%	0
FEMA Project Worksheet Expenditure:	0	0	0	0.00%	0	0	0	0.00%	0
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%	0
<b>Total Gov't. Non-Operating Rev. (Exp.)</b>	<b>0</b>	<b>(7,602)</b>	<b>(7,602)</b>	<b>0.00%</b>	<b>0</b>	<b>(766,366)</b>	<b>(766,366)</b>	<b>0.00%</b>	<b>0</b>
<b>Total Revenues (Expenses) Before Capital Expenditures and Debt</b>	<b>665,882</b>	<b>(2,124,661)</b>	<b>(2,790,543)</b>	<b>(419.07%)</b>	<b>7,324,702</b>	<b>12,806,985</b>	<b>5,482,283</b>	<b>74.85%</b>	<b>7,990,558</b>
<b>Capital Expenditures</b>									
Interest Income - Capital (bonds)	1,136	11,905	10,769	947.97%	12,496	130,954	118,458	100.00%	13,628
Other Interest Income	5,174	54,234	49,060	948.20%	56,914	596,570	539,656	948.20%	62,082
Debt Service	(672,192)	(521,843)	150,349	22.37%	(7,394,112)	(6,080,029)	1,314,083	17.77%	(8,066,266)
<b>Total Capital Expenditures</b>	<b>(665,882)</b>	<b>(455,704)</b>	<b>210,178</b>	<b>31.56%</b>	<b>(7,324,702)</b>	<b>(5,352,505)</b>	<b>1,972,197</b>	<b>26.93%</b>	<b>(7,990,558)</b>
<b>Net Revenue less Capital Expenditures &amp; Principal on Long Term Debt</b>	<b>0</b>	<b>(2,580,365)</b>	<b>(2,580,365)</b>	<b>100.00%</b>	<b>0</b>	<b>7,454,481</b>	<b>7,454,481</b>	<b>100.00%</b>	<b>0</b>
<b>Other Funding Sources</b>									
Restricted Oper. / Capital Reserve	0	2,580,365	(2,580,365)	(100.00%)	0	(7,454,481)	7,454,481	(100.00%)	0
<b>Total Other Funding</b>	<b>0</b>	<b>2,580,365</b>	<b>(2,580,365)</b>	<b>(100.00%)</b>	<b>0</b>	<b>(7,454,481)</b>	<b>7,454,481</b>	<b>(100.00%)</b>	<b>0</b>
<b>Net Revenue / Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>
<b>Depreciation</b>									
Depreciation - Local	11,220	378,071	(366,851)	(3269.61%)	123,420	3,585,799	(3,462,379)	(2805.36%)	134,640
Depreciation - Federal	1,887,000	1,512,282	374,718	19.86%	20,757,000	14,343,195	6,413,805	30.90%	22,644,000
<b>Total Depreciation</b>	<b>1,898,220</b>	<b>1,890,353</b>	<b>7,867</b>	<b>(0.41%)</b>	<b>20,880,420</b>	<b>17,928,994</b>	<b>2,951,426</b>	<b>14.13%</b>	<b>22,778,640</b>

**REGIONAL TRANSIT AUTHORITY  
CONSOLIDATED INCOME STATEMENT  
ACTUAL TO ACTUAL COMPARISON  
November 30, 2024  
Unaudited**

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
<b>Operating Revenues</b>								
Passenger Fares	866,075	844,548	(21,527)	(2.49%)	9,526,827	9,496,165	(30,662)	(0.32%)
General Use Sales Tax	7,528,584	7,502,464	(26,120)	(0.35%)	78,709,130	79,665,326	956,196	1.21%
State Motor Vehicle Sales Tax	683,345	530,708	(152,637)	(22.34%)	6,384,831	5,903,436	(481,395)	(7.54%)
Hotel/Motel Sales Tax	755,316	562,560	(192,756)	(25.52%)	8,113,676	9,535,004	1,421,327	17.52%
Other Revenue	134,469	128,531	(5,937)	(4.42%)	1,479,157	2,292,653	813,496	55.00%
<b>Total Operating Revenues</b>	<b>9,967,789</b>	<b>9,568,811</b>	<b>(398,978)</b>	<b>(4.00%)</b>	<b>104,213,622</b>	<b>106,892,584</b>	<b>2,678,962</b>	<b>2.57%</b>
<b>Operating Expenses</b>								
Labor	4,706,430	7,431,378	(2,724,948)	(57.90%)	55,158,339	57,546,291	(2,387,952)	(4.33%)
Fringe Benefits	1,303,560	2,514,543	(1,210,983)	(92.90%)	16,772,828	19,481,004	(2,708,177)	(16.15%)
Services	884,072	728,103	155,969	17.64%	9,724,789	9,186,209	538,580	5.54%
Materials and Supplies	909,776	647,833	261,943	28.79%	10,007,537	10,579,675	(572,138)	(5.72%)
Utilities	134,037	110,697	23,340	17.41%	1,474,409	1,423,125	51,284	3.48%
Casualty & Liability	922,839	857,613	65,226	7.07%	8,080,852	8,535,662	(454,809)	(5.63%)
Taxes	33,125	35,911	(2,786)	(8.41%)	364,376	376,932	(12,556)	(3.45%)
Miscellaneous	35,268	63,456	(28,188)	(79.93%)	387,945	879,631	(491,686)	(126.74%)
Leases and Rentals	17,278	21,510	(4,231)	(24.49%)	190,062	175,677	14,385	7.57%
<b>Total Oper. Exp. (excl. Depr.)</b>	<b>8,946,385</b>	<b>12,411,044</b>	<b>(3,464,659)</b>	<b>(38.73%)</b>	<b>102,161,137</b>	<b>108,184,206</b>	<b>(6,023,069)</b>	<b>(5.90%)</b>
<b>Net Operating Revenue</b>	<b>1,021,404</b>	<b>(2,842,232)</b>	<b>(3,863,636)</b>	<b>(378.27%)</b>	<b>2,052,485</b>	<b>(1,291,622)</b>	<b>(3,344,107)</b>	<b>(162.93%)</b>
<b>TMSEL Legacy Costs</b>								
TMSEL Pension Costs	0	0	0	0.00%	0	0	0	0.00%
TMSEL Health Benefit Costs	81,530	109,716	28,186	34.57%	896,831	1,121,174	224,343	25.02%
TMSEL Workers' Comp. Costs	118,316	107,055	(11,261)	(9.52%)	1,301,479	1,328,781	27,302	2.10%
TMSEL All Other Costs	38,373	74,653	36,281	94.55%	422,100	502,347	80,247	19.01%
<b>Total TMSEL Legacy Costs</b>	<b>238,219</b>	<b>291,424</b>	<b>53,205</b>	<b>22.33%</b>	<b>2,620,410</b>	<b>2,952,302</b>	<b>331,892</b>	<b>12.67%</b>
<b>Net Rev. (Before Gov't. Asst.)</b>	<b>783,185</b>	<b>(3,133,657)</b>	<b>(3,916,842)</b>	<b>(500.12%)</b>	<b>(567,925)</b>	<b>(4,243,924)</b>	<b>(3,675,999)</b>	<b>647.27%</b>
<b>Maritime Operations</b>								
Passenger Fares	92,282	56,817	(35,465)	(38.43%)	1,015,106	745,181	(269,925)	(26.59%)
Labor and Fringe Benefits	(52,775)	(32,690)	20,085	(38.06%)	(580,520)	(486,906)	93,614	(16.13%)
Services	(28,398)	(29,818)	(1,420)	5.00%	(312,379)	(2,912,169)	(2,599,790)	832.25%
Materials and Supplies	(36,555)	(52,132)	(15,577)	42.61%	(402,100)	(579,447)	(177,347)	44.11%
Taxes	(335)	(483)	(148)	44.02%	(5,754)	(5,616)	139	100.00%
Purchased Transportation	(835,340)	(840,698)	(5,358)	0.64%	(9,188,739)	(8,094,966)	1,093,772	(11.90%)
Other Operating Expenses	(343)	(1,348)	(1,006)	293.64%	(1,700)	(3,437)	(1,738)	102.24%
Preventive Maintenance	50,000	50,000	0	0.00%	550,000	503,970	(46,030)	(8.37%)
LA State Appropriations	0	0	0	0.00%	0	7,000,000	7,000,000	100.00%
State Subsidy	833,333	428,333	(405,000)	(48.60%)	6,159,541	5,856,664	(302,877)	(4.92%)
<b>Total Maritime Operations</b>	<b>21,871</b>	<b>(422,019)</b>	<b>(443,889)</b>	<b>(2029.61%)</b>	<b>(2,766,545)</b>	<b>2,023,274</b>	<b>4,789,819</b>	<b>(173.13%)</b>
<b>Government Operating Assistance</b>								
Preventive Maintenance	1,288,604	1,288,604	(0)	(0.00%)	14,174,645	13,989,011	(185,634)	(1.31%)
State Parish Transportation	216,061	150,013	(66,048)	(30.57%)	2,376,667	1,804,990	(571,676)	(24.05%)
COVID Funding - RTA	379,624	0	(379,624)	0.00%	4,175,861	0	(4,175,861)	0.00%
COVID Funding - Ferries	0	0	0	0.00%	0	0	0	0.00%
<b>Total Government Oper. Asst.</b>	<b>1,884,288</b>	<b>1,438,617</b>	<b>(445,671)</b>	<b>(23.65%)</b>	<b>20,727,173</b>	<b>15,794,001</b>	<b>(4,933,172)</b>	<b>(23.80%)</b>
<b>Net Revenue (After Gov't. Asst.)</b>	<b>2,689,344</b>	<b>(2,117,058)</b>	<b>(4,806,402)</b>	<b>(178.72%)</b>	<b>17,392,703</b>	<b>13,573,351</b>	<b>(3,819,352)</b>	<b>(21.96%)</b>



REGIONAL TRANSIT AUTHORITY  
CONSOLIDATED INCOME STATEMENT  
ACTUAL TO ACTUAL COMPARISON  
November 30, 2024  
Unaudited

	Current Month				Year to Date			
	Prior Yr.	Current Yr.	\$ Var.	%Var.	Prior Yr.	Current Yr.	\$ Var.	%Var.
<b>Net Revenue (After Gov't. Asst.)</b>	<b>2,689,344</b>	<b>(2,117,058)</b>	<b>(4,806,402)</b>	<b>-178.72%</b>	<b>17,392,703</b>	<b>13,573,351</b>	<b>(3,819,352)</b>	<b>-21.96%</b>
<b>Government Non-Operating Rev. (Exp.)</b>								
Federal - Capital (exc. Maritime)	1,006,024	1,449,664	443,640	44.10%	11,066,260	23,661,402	12,595,143	113.82%
Local - Capital (exc. Maritime)	477,124	362,416	(114,708)	(24.04%)	5,248,364	7,632,643	2,384,280	45.43%
Capital Expenditures (exc. Maritime)	(1,440,199)	(1,812,080)	(371,881)	25.82%	(15,842,192)	(31,294,046)	(15,451,854)	97.54%
Capital Revenues (Maritime)	99,174	30,410	(68,764)	(69.34%)	1,090,910	3,065,464	1,974,554	181.00%
Capital Expenses (Maritime)	(99,174)	(38,012)	61,162	(61.67%)	(3,759,186)	(3,831,830)	(72,644)	1.93%
FEMA Project Worksheets	0	0	0	0.00%	0	0	0	0.00%
FEMA Project Worksheets Expenditur	0	0	0	0.00%	0	0	0	0.00%
Loss on Valuation of Assets	0	0	0	0.00%	0	0	0	0.00%
<b>Total Gov't. Non-Operating Rev. (Exp.)</b>	<b>42,948</b>	<b>(7,602)</b>	<b>(50,551)</b>	<b>(117.70%)</b>	<b>(2,195,844)</b>	<b>(766,366)</b>	<b>1,429,478</b>	<b>(65.10%)</b>
<b>Total Revenues (Expenses) Before Capital Expenditures and Debt</b>	<b>2,732,293</b>	<b>(2,124,661)</b>	<b>(4,856,953)</b>	<b>(177.76%)</b>	<b>15,196,859</b>	<b>12,806,985</b>	<b>(2,389,874)</b>	<b>(15.73%)</b>
<b>Capital Expenditures</b>								
Bond Interest Income	26,366	11,905	(14,461)	(54.85%)	290,029	130,954	(159,074)	(54.85%)
Other Interest Income	120,113	54,234	(65,879)	(54.85%)	1,321,243	596,570	(724,673)	54.85%
Debt Service	(447,657)	(521,843)	(74,186)	16.57%	(4,924,229)	(6,080,029)	1,155,800	(23.47%)
<b>Total Capital Expenditures</b>	<b>(301,178)</b>	<b>(455,704)</b>	<b>(154,526)</b>	<b>51.31%</b>	<b>(3,312,958)</b>	<b>(5,352,505)</b>	<b>(2,039,547)</b>	<b>61.56%</b>
<b>Net Revenue less Capital Expenditures &amp; Principal on Long Term Debt</b>	<b>2,431,115</b>	<b>(2,580,365)</b>	<b>(5,011,480)</b>	<b>206.14%</b>	<b>11,883,901</b>	<b>7,454,481</b>	<b>(4,429,420)</b>	<b>37.27%</b>
<b>Other Funding Sources</b>								
Restricted Oper. / Capital Reserve	(2,431,115)	2,580,365	5,011,480	(206.14%)	(11,883,901)	(7,454,481)	4,429,420	(37.27%)
<b>Total Other Funding</b>	<b>(2,431,115)</b>	<b>2,580,365</b>	<b>5,011,480</b>	<b>(206.14%)</b>	<b>(11,883,901)</b>	<b>(7,454,481)</b>	<b>4,429,420</b>	<b>(37.27%)</b>
<b>Net Revenue / Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>Depreciation - Local</b>	<b>343,356</b>	<b>378,071</b>	<b>(34,715)</b>	<b>(10.11%)</b>	<b>3,497,341</b>	<b>3,585,799</b>	<b>(88,458)</b>	<b>(2.53%)</b>
<b>Depreciation - Federal</b>	<b>1,373,424</b>	<b>1,512,282</b>	<b>(138,858)</b>	<b>(10.11%)</b>	<b>13,989,363</b>	<b>14,343,195</b>	<b>(353,832)</b>	<b>(2.53%)</b>
<b>Total Depreciation Expense</b>	<b>1,716,780</b>	<b>1,890,353</b>	<b>(173,573)</b>	<b>(10.11%)</b>	<b>17,486,704</b>	<b>17,928,994</b>	<b>(442,290)</b>	<b>(2.53%)</b>

Regional Transit Authority  
Financial Performance Indicators  
November 30, 2024  
(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)	1,204,470	12,002,221	920,902	8,448,383	268,135	3,350,485	15,433	203,353
Total Platform Hours	62,765	727,674	41,339	459,083	11,277	132,076	10,150	136,515
Passenger Revenue	747,414	9,092,121	487,315	5,736,924	247,807	3,097,942	12,292	257,255
Operating Expenses	12,411,044	108,184,206	8,067,178	67,997,026	2,482,209	21,875,638	1,861,657	18,311,542
Operating Cost Per Platform Hour	197.74	148.67	195.15	148.12	220.12	165.63	183.41	134.14
Annual Budgeted Cost Per Platform Hour		125.53		122.90		156.48		108.21
Farebox Recovery Rate	6.02%	8.40%	6.04%	8.44%	9.98%	14.16%	0.66%	1.40%
Operating Cost Per Unlinked Trip	10.30	9.01	8.76	8.05	9.26	6.53	120.63	90.05
Passenger Revenue Per Unlinked Trip	0.62	0.76	0.53	0.68	0.92	0.92	0.80	1.27
Subsidy per Unlinked Trip	9.68	8.25	8.23	7.37	8.34	5.61	119.83	88.78

**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 2024	Ended November 30 2023	Variance	For the Month 2024	Ended November 30 2023	Variance	For the Month 2024	Ended November 30 2023	Variance	For the Month 2024	Ended November 30 2023	Variance
Ridership (Unlinked Trips)	1,204,470	1,037,258	167,212	920,902	716,682	204,220	268,135	301,351	(33,216)	15,433	12,234	3,199
Total Platform Hours	62,765	66,767	(4,002)	41,339	28,093	13,246	11,277	11,829	(552)	0	8,670	(8,670)
Passenger Revenue	747,414	866,079	(118,665)	487,315	466,234	21,082	247,807	177,225	70,582	12,292	17,478	(5,186)
Operating Expenses	12,411,044	8,946,385	3,464,659	8,067,178	5,220,722	2,846,456	2,482,209	2,407,698	74,511	1,861,657	1,542,052	319,605
Operating Cost Per Platform Hour	197.74	133.99	63.75	195.15	185.84	9.31	220.12	203.55	16.57	183.41	177.86	5.55
Annual Budgeted Cost Per Plat. Hour	125.53	140.47	(14.94)	122.90	132.69	(9.79)	156.48	185.29	(28.81)	108.21	119.88	(11.67)
Farebox Recovery Rate	6.02%	9.68%	-3.66%	6.04%	8.93%	-2.89%	9.98%	7.36%	2.62%	0.66%	1.13%	-0.47%
Operating Cost Per Unlinked Trip	10.30	8.63	1.67	8.76	7.28	1.48	9.26	7.99	1.27	120.63	126.05	(5.42)
Passenger Revenue Per Unlinked Trip	0.62	0.83	(0.21)	0.53	0.65	(0.12)	0.92	0.59	0.33	0.80	1.43	(0.63)
Subsidy per Unlinked Trip	9.68	7.80	1.88	8.23	6.63	1.60	8.34	7.40	0.94	119.83	124.62	(4.79)

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

**YEAR-TO-DATE REPORT**

	Company-wide			Fixed Route Bus			Streetcar			Paratransit		
	For 11 Months Ending November 30, 2024	Ending November 30, 2023	Variance	For 11 Months Ending November 30, 2024	Ending November 30, 2023	Variance	For 11 Months Ending November 30, 2024	Ending November 30, 2023	Variance	For 11 Months Ending November 30, 2024	Ending November 30, 2023	Variance
Ridership (Unlinked Trips)	12,002,221	1,030,267	10,971,954	8,448,383	716,682	7,731,701	3,350,485	301,351	3,049,134	203,353	12,234	191,119
Total Platform Hours	727,674	48,592	679,082	459,083	28,093	430,990	132,076	11,829	120,248	136,515	8,670	127,845
Passenger Revenue	9,092,121	660,936	8,431,185	5,736,924	466,234	5,270,691	3,097,942	177,225	2,920,717	257,255	17,478	239,777
Operating Expenses	108,184,206	9,170,472	99,013,733	67,997,026	5,220,722	62,776,304	21,875,638	2,407,698	19,467,939	18,311,542	1,542,052	16,769,490
Operating Cost Per Platform Hour	148.67	188.72	(40.05)	148.12	185.84	(37.72)	165.63	203.55	(37.92)	134.14	177.86	(43.72)
Annual Budgeted Cost Per Plat. Hour	125.53	140.47	(14.94)	122.90	132.69	(9.79)	156.48	185.29	(28.81)	108.21	119.88	(11.67)
Farebox Recovery Rate	8.40%	7.21%	1.20%	8.44%	8.93%	-0.49%	14.16%	7.36%	6.80%	1.40%	1.13%	0.27%
Operating Cost Per Unlinked Trip	9.01	8.90	0.11	8.05	7.28	0.77	6.53	7.99	(1.46)	90.05	126.05	(36.00)
Passenger Revenue Per Unlinked Trip	0.76	0.64	0.12	0.68	0.65	0.03	0.92	0.59	0.33	1.27	1.43	(0.16)
Subsidy per Unlinked Trip	8.25	8.26	(0.01)	7.37	6.63	0.74	5.61	7.40	(1.79)	88.78	124.62	(35.84)



Board Report and Staff Summary

File #: 24-116

Finance Committee

Swiftly Contract Award for Software Services

DESCRIPTION: Authorize to procure Swiftly Cloud Software via Carahsoft Technology Corporation to improve fleet visibility and operational performance metrics	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to award contract to Carahsoft Technology Corporation for the purchase of Swiftly Cloud software for a three-year contract for FY2025-2028. The total agreement amount is not to exceed \$579,628.80.

ISSUE/BACKGROUND:

RTA uses a Computer-Aided Dispatch and Automated Vehicle Location (CAD/AVL) software and hardware system to track and manage vehicle locations, route assignments, vehicle display information, passenger counters, as well as a suite of information related to managing fixed-route service operations in real-time. This system is provided by the vendor Clever Devices. Clever Devices has limited and complex tools for analyzing and developing performance insight from all of the data that is collected. Currently, On-Time Performance (OTP) is calculated using Clever Devices data on a monthly basis for reporting and tracking. The quickest turnaround for an OTP report from Clever is 3 to 7 days. There are very limited resources from Clever Devices for use in the field for RTA operations supervisors and other staff, especially real-time OTP and performance information to pro-actively improve service reliability. At this time, real-time and individual operator performance reports are unavailable.

DISCUSSION:

Swiftly is a software-as-a-service (SaaS) that compiles data collected from CAD/AVL software and devices and processes it to provide an array of insights for managing and improving service performance. Swiftly combines schedule information along with any available real-time vehicle location data and uses a proprietary data engine to create much more accurate information about where a vehicle was, is, and where it will be next. The Swiftly platform leverages historical data paired with real-time observations and sophisticated self-learning algorithms to accurately predict future travel times. Using the integrated approach to all fleet driven data, Swiftly provides insight into Operations management to inform and improve time efficiency and reduce the calls to dispatch. Furthermore, the software provides quick playback of GPS, on-time performance and live operations to inform incidents or certain behaviors to pinpoint, in real time, any items that arise and assist in the improvement of overall operation and performance.

Swiftly enables RTA to use and observe current live fleet data to provide accurate location and support information to stakeholders as needed. The service will inform Operations supervisors, safety, and administrators to get the OTP reports in real-time which can assist in providing immediate corrective action to improve overall performance. Swiftly platform provides Operators reports highlighting individual operator or route performance, allowing staff to review OTP in detail allowing for ability to drill down on opportunities for improvements.

RTA seeks to integrate Swiftly dashboards and reports into its toolbox to improve overall performance and services by leveraging Swiftly’s inclusion in a cloud services software portfolio contract provided by Carahsoft Technology Corporation. The staff seeks approval to award Carahsoft the contract to provide Swiftly Cloud software at RTA.

The procurement is through Louisiana State Contract 4400010663 with Carahsoft Technology Corporation for Cloud Solutions in accordance with NASPO ValuePoint Cooperative Purchasing Program Cloud Solutions 2016-2026 Contracts administered by the State of Utah, Master Agreement No. AR2472. Costs are billed annually over three (3) years annually as follows:

2025-2026	\$190,091.52 (Implementation + year 1 subscription)
2026-2027	\$188,184.48 (year 2 subscription)
2027-2028	<u>\$201,352.80</u> (year 3 subscription)
Total:	\$579,628.80

The contract will be managed by the Information Technology department for primary use by the Operations and Planning & Scheduling departments.

FINANCIAL IMPACT:

The funding is currently available through the operating budget, account code 01-2900-02-7140-021-13-00-00000-00000 for a total cost not-to-exceed \$579,628.80 over three (3) years.

NEXT STEPS:

With Board approval, staff will assign a purchase order and complete the agreement.

ATTACHMENTS:

1. Resolution
2. Procurement summary / Routing sheet
3. NORTA - Carahsoft - Swiftly, Inc. - 11.04.2024 - Quote 51186542
4. NORTA Implementation Scope of Work
5. 1476918559\_Carahsoft - Master Agreement
6. 1494535216\_Cloud Solutions-Carasoft-LA-2016-2026-Executed PA-Amend-1

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

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

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



12/10/2024

Lona Hankins  
Chief Executive Officer

Date



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

FILE ID NO. 24-116

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AUTHORIZE TO PROCURE SWIFTLY CLOUD SOFTWARE VIA  
CARAHSOFT TECHNOLOGY CORPORATION**

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

**WHEREAS**, RTA seeks the ability to provide real-time on-time performance (OTP) and to readily identify other operations performance insights to improve the quality and reliability of service; and

**WHEREAS**, the staff recommends implementation of Swiftly cloud-based software-as-a-service to enable RTA to use and observe current live fleet data to provide accurate location, real-time OPT, drill-down performance reporting and additional support information for staff and stakeholders as needed to improve service; and

**WHEREAS**, Swiftly is part of a cloud services software portfolio contact provided by Carahsoft Technology Corporation; and

**WHEREAS**, the procurement is through Louisiana State Contract 4400010663 with Carahsoft Technology Corporation for cloud solutions in accordance with NASPO ValuePoint Cooperative Purchasing Program Cloud Solutions 2016-2026 Contracts administered by the State of Utah, Master Agreement No. AR2472. Costs are billed annually over three (3) years as follows:





Resolution No. \_\_\_\_\_  
Page 2

2025-2026	\$190,091.52 (Implementation + year 1 subscription)
2026-2027	\$188,184.48 (year 2 subscription)
2027-2028	<u>\$201,352.80</u> (year 3 subscription)
Total:	\$579,628.80

The contract will be managed by the Information Technology department; and

**WHEREAS**, funding is currently available through operating budget, account code 01-2900-02-7140-021-13-00-00000-00000 for a total cost not-to-exceed \$579,628.80 over three (3) years; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract to Carahsoft Technology Corporation for Swiftly Cloud Services.

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

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

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

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

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



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

504.827.8300

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

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

**Page 3**

**AND THE RESOLUTION WAS ADOPTED ON THE 17<sup>TH</sup> OF DECEMBER 2024.**

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

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	229
ProjectSchedule Delivery Date	11/21/2024 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:** O'SULLIVAN, DORIS  
**Title:** PROJECT MANAGER III  
**Ext:** 8380

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

Swiftly - Software as a Service

**C. Justification of Procurement:**

Currently, we have limited resources (which are radio and cell phone) in the field for any team members to utilize any current applications procured by RTA. Swiftly is cloud-based software; it allows users to use and observe the current location of any vehicle throughout streets and buses and provide their location, which allows the team to provide accurate information to provide to any stakeholders if needed. The color-coded to each vehicle will allow members to quickly identify the status of each bus, i.e., On-Time, Late, and Early. It also allows increases in time efficiency and reduces the calls to dispatch. Furthermore, the software provides quick playback on any particular vehicle or certain behaviors to pinpoint in real time which aids in the improvement of overall operation and performance.

OTP reports: Currently, OTP reports are delayed between 3 and 7 days; Swiftly will allow us to get the OTP report in real-time as soon as the next day. immediate corrective action to improve overall performance

**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

ROUTING SHEET

<b>Chief</b>	Michael J. Smith
<b>Signature</b>	<i>Michael J. Smith</i>
<b>Date</b>	November 22 2024

**Risk Management:**

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

<b>Risk Management Analyst</b>	Marc L Popkin
<b>Signature</b>	<i>Marc L Popkin</i>
<b>Date</b>	November 22 2024

**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:** \$579,628.80

**Total Projected Cost:** \$579,628.80

**Funding Type:** Local

**Grants or Capital Project ID:**

Federal Funding	State	Local	Other
		\$579,628.80	
Projected Fed Cost	State	Local	Other
		\$579,628.80	

FTA Grant IDs	Budget Codes
	01-2900-02-7140-021-13-00-00000-00000
	01-2900-02-7140-021-13-00-00000-00000
	01-2900-02-7140-021-13-00-00000-00000

Funds allocated by multi-year and budget codes:

Year	Amount	Budget Code
Year-1	\$190,091.52	01-2900-02-7140-021-13-00-00000-00000

ROUTING SHEET

Year-2	\$188,184.48	01-2900-02-7140-021-13-00-00000-00000
Year-3	\$201,352.80	01-2900-02-7140-021-13-00-00000-00000
Year-4		
Year-5		
Total all years	\$579,628.80	

Budget Analyst	Erin Ghalayini
Signature	<i>Erin Ghalayini</i>
Date	November 20 2024

**G. DBE/SBE GOAL:**

% DBE	0
% Small Business	0

Director of Small Business Development:	Adonis Charles Expose
Signature	<i>Adonis Charles Expose</i>
Date	November 22 2024

DBE/EE Manager	Adonis Charles Expose
Signature	<i>Adonis Charles Expose</i>
Date	November 22 2024

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

IT Director	Sterlin J Stevens
Signature	<i>Sterlin J Stevens</i>
Date	11/22/2024 8:25 PM

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

Department Head	Sterlin J Stevens
Signature	<i>Sterlin J Stevens</i>
Date	November 19 2024

Chief	Dwight Daniel Norton
Signature	<i>Dwight Daniel Norton</i>
Date	November 22 2024

ROUTING SHEET

<b>Director of Procurement</b>	<b>Ronald Gerard Baptiste</b>
<b>Signature</b>	<i>Ronald Gerard Baptiste</i>
<b>Date</b>	<b>November 22 2024</b>

**FOR PROCUREMENT USE ONLY**

**Type of Procurement Requested:**

**SC - State Contract**

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

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

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

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

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

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

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	<b>Required if Total Cost above \$15K</b>
<b>Chief Financial Officer</b>	<b>Gizelle Johnson-Banks</b>
<b>Signature</b>	<i>Gizelle Johnson-Banks</i>
<b>Date</b>	<b>November 22 2024</b>

---

	<b>Required if Total Cost above \$50K</b>
<b>Chief Executive Officer</b>	<b>Lona Edwards Hankins</b>
<b>Signature</b>	<i>Lona Edwards Hankins</i>
<b>Date</b>	<b>November 25 2024</b>











# Implementation Scope of Work

Prepared for:

**New Orleans RTA**

November 12, 2024

Submitted by Swiftly, Inc.

# Implementation Phase Details

## Project Team

### Swiftly

- **Implementation Manager** – Project main point of contact and responsible for delivering a successful project for the NORTA. Coordinate weekly/biweekly touch points with the agency & deliver training for the products before transitioning to AM for graduation.
- **Account Manager** – The Account Manager will be present throughout the implementation to align on long-term goals to make sure Swiftly is always solving the most critical issues for NORTA. The AM will continually expand your return on investment, deepen the reach and usage of our solutions, and overall help you get more value out of Swiftly's offerings. The AM will be present at various phases throughout the duration of the project, attending occasional project status meetings as-needed.

### NORTA

- **Project Sponsor** – The sponsor is accountable for the overall success of the project. To achieve this, the sponsor will support by ensuring the business needs are valid, correctly prioritized, and provide a point of contact who will support the implementation from the agency perspective. The sponsor will also be the main point of contact for escalation and reprioritization of resources at the agency.
- **IT Representative** – The IT personnel will be the main point of contact from the agency perspective. They would be considered a Project Manager from the agency to support project activities and drive the project to its graduation phase.

## Scope of Work & Responsibility Matrix

The following scope of work & responsibility matrix describes Swiftly's implementation process for NORTA. Tasks not defined in this document are considered out-of-scope for this project and cannot be accommodated unless an agreed-upon change-order is issued.

Swiftly's entire implementation process, as defined below, will be completed remotely by the Implementation Manager with no on-site requirement. If an on-site visit is requested of Swiftly, such visit will be subject to a fee.

PHASE 1

Kick-off and technical scoping

What happens?	Swiftly Responsibilities & Deliverables	NORTA Responsibilities & Deliverables
<p><b>Kick-Off &amp; Technical Scoping</b></p> <p>Technical scoping is an opportunity to align stakeholders, confirm technical details and identify roles and responsibilities. This call will set the stage for the Kick-Off meeting and project plan.</p> <p>During the one-hour virtual kick-off meeting, we will review our objectives for this project, clarify the implementation process, review the scope of work, and establish the next steps to achieve success and maintain our implementation timeline.</p>	<p><b>Swiftly Team will:</b></p> <p>Schedule and organize a technical scoping call and kick-off meeting, inviting all key stakeholders to attend.</p> <p>Provide all necessary materials and resources for the project team to understand the implementation process and timeline in detail, including next steps and key responsibilities. The expected schedule will be delivered during the kickoff phase and adjusted throughout the project as tasks and milestones are completed.</p>	<p><b>NORTA Team will:</b></p> <p>Help coordinate key stakeholders to be available for the Technical Scoping call and the Kick-Off Meeting.</p> <p>Identify the project stakeholder at NORTA who will be responsible for maintaining accountability for any project tasks that are owned by the organization.</p>

PHASE 2

Data Integration

<p><b>Data Integration</b></p> <p>Dependency: In order for Operator Reports to be functional, Swiftly will need to have a stable source to ingest Operator IDs from NORTA.</p> <p>This phase is in place to verify that all necessary data sources are integrated into the Swiftly platform, including:</p> <ul style="list-style-type: none"> <li>• GTFS static files – provided via URL fetch location, these files establish scheduled services and route alignments for NORTA.</li> <li>• AVL feed – this dataset is needed to get real-time vehicle locations and vehicle assignment information.</li> </ul>	<p><b>Swiftly Team will:</b></p> <p>Provide project team with necessary data integration documentation.</p> <p>Integrate GTFS-static data into the Swiftly platform.</p> <p>Integrate Clever Devices AVL feed into Swiftly platform based on information provided by NORTA.</p> <p>Ingest and use operator ID information provided by NORTA to display in Swiftly Dashboard reports</p>	<p><b>NORTA Team will:</b></p> <p>Provide valid GTFS-static to Swiftly staff (should be provided via fetch URL or file emailed to Swiftly)</p> <p>Provide Swiftly with necessary endpoints and credentials for Clever Devices AVL feed.</p> <p>Provide Swiftly with operator ID information via the supported methods: GTFS-rt or other API endpoint (endpoints and credentials must be provided to Swiftly), or by using Swiftly’s API to post driver ID information (requires both driver ID and block ID).</p>
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PHASE 3

Swiftly Dashboard Training

What happens?

Swiftly Responsibilities & Deliverables

NORTA Responsibilities & Deliverables

**Swiftly Dashboard Training**

Through a series of remote virtual training sessions, Swiftly will provide in-depth, team-specific training to staff that include basic interface functions, advanced techniques, and tactical use cases of the following Swiftly Dashboard.

Swiftly will hold live training to cover all of the Swiftly Dashboard products. These can be spread over remote training sessions.

All remote training sessions will be recorded and shared afterward.

Training of the Swiftly Dashboard will include the following modules:

- Live Operations
- GPS Playback
- On-Time Performance
- Operator Reports

**Early-Access Swiftly Dashboard Training**

Swiftly will provide early-access training to select project team members early on in this project in an effort to get NORTA staff value out of this tool as early as possible. Expanded training, which will cover all other staff members, will commence once data validation is complete.

**Swiftly Team will:**

Offer up to 4 hours of live training for NORTA team

Schedule and lead training sessions on the Swiftly Dashboard for all staff, including, but not limited to: dispatchers, supervisors, administrators, maintenance technicians, and customer service.

Create and manage all accounts to access Swiftly Dashboard. Swiftly will create an Accounts Sheet which will allow visibility to NORTA staff on who has access to their data and will allow staff to request new accounts.

Provide all necessary materials for remote training as well as ongoing education to staff.

**NORTA Team will:**

Provide work emails, first and last names, for all staff that need Swiftly Dashboard account access.

Help coordinate staff and facilities for remote training sessions.

Assign responsibility of populating and managing the Accounts Sheet with users on an ongoing basis.

PHASE 4

Data Validation

**What happens?**

**Phase Description: Data Validation**

*Dependency: Data Validation phase can begin once data integration phase is complete.*

This phase ensures that NORTA's historical and real-time data is in excellent quality, ready for use by staff and passengers. At this stage of the implementation, Swiftly will have the ability to review data and take note of changes that could improve real-time and historical data outputs. Data validation is completed by:

- Running data health checks to assess overall reporting quality and identify areas of focus
- Reviewing GTFS-static files for general accuracy (based on operational observations over time), providing notes of inconsistencies and the effect on Swiftly's reporting where issues exist, relaying them back to NORTA staff for clarification or modification (if applicable).
- Analyzing historical records to ensure the usefulness and overall usability of reports

*Note: Duration of the data validation process can vary based on data quality and the number of issues discovered. Answering questions during the data validation process can greatly help in speeding up issue resolution.*

**Swiftly Responsibilities & Deliverables**

**Swiftly Team will:**

Analyze data and provide notes to staff on issues via Google Sheet log. *There are data-related issues that may not be within Swiftly's control to fix. For example, problems related to GTFS-static accuracy can negatively impact historical data. In these cases, it is only Swiftly's responsibility to document the impact of those GTFS-static inaccuracies and suggest a fix to the relevant project members.*

In cases where it's feasible, make adjustments to Swiftly's software, as deemed necessary by Swiftly, that result from findings from the data validation process.

Convey any GTFS-static related adjustments to NORTA for update/correction.

**NORTA Responsibilities & Deliverables**

**NORTA Team will:**

Provide information to help Swiftly understand operational practices that relate to data quality seen in historical reports.

Make adjustments and updates to GTFS-static per requests from Swiftly based on the data validation observations.

PHASE 5

System Acceptance & Project Graduation

What happens?	Swiftly Responsibilities & Deliverables	NORTA Responsibilities & Deliverables
<p><b>Implementation Graduation</b></p> <p>This marks the official completion of the implementation project. The main point of contact is transferred from Implementation Manager to Account Manager (AM).</p> <p>From this point forward, the Account Manager (AM) will continue to work with the Project Team and NORTA staff to refine long-term goals, continue support, and improve usage and value of the Swiftly Dashboard and real-time passenger information.</p>	<p><b>Swiftly Team will:</b></p> <p>Schedule and lead the implementation graduation meeting.</p> <p>Gather feedback on the implementation process.</p> <p>Provide proper information about communication changes from Implementation Manager to Account Manager.</p> <p>Provide NORTA staff with System Acceptance guidance for testing and sign-off of project deliverables.</p> <p>During graduation, if there are any outstanding unresolved items from the implementation process, the AM will carry the ownership and resolution of those items going forward.</p>	<p><b>NORTA Team will:</b></p> <p>Use Swiftly's System Acceptance guidance to provide sign-off on the project deliverables within 7 days of receipt.</p> <p>Help coordinate key stakeholders to be available for a 30-minute graduation call.</p> <p>Complete brief NPS survey following completion of implementation.</p> <p>Provide feedback to the Swiftly team on the implementation process.</p>

# Post-Implementation Customer Success and Support

After the completion of the implementation, your Account Manager (AM) will continue to be your ongoing main point of contact. Your Account Manager will:

- Be your first point of contact if you have questions, are encountering issues, or need more support
- Work hard to guarantee that every member of your team is satisfied and find immense value in our tools
- Apply a keen analytical eye to spot trends and proactively communicate problems with the Swiftly Product & Engineering team

Additionally, you'll have access to our team of technical support representatives, who will be available to answer product questions and troubleshoot issues as they arise.

Swiftly provides a support system that has been reviewed by our customers as industry-leading, with a Net Promoter Score (NPS) that is consistently above 59 (deemed "excellent"), reflecting confidence in Swiftly's quality of service. Swiftly's high-quality support system involves a combination of meetings (in person, over the phone, and via Zoom video) and email. Agreed-upon communication comes at no additional cost. With your Swiftly contract, NORTA will have unlimited seats/users for the Swiftly platform, and the Swiftly Customer Success team offers free ongoing training of the Swiftly dashboard as needed and when new users come on board. Swiftly prides itself on building long-lasting partnerships with Transit Agencies—for some of our Swiftly success stories, see our blog for how Swiftly helps Transit Agencies every day (<https://www.goswift.ly/resources>).

Swiftly's Customer Success & Support Team maintains an SLA of one business day (24/5) for first response time for non-emergency email requests.





Line	Material No. <hr/> Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
		<p>Services procured through this Contract require that the Agency enter into a Statement of Work; Transition Plan; and SLA with the Contractor.</p> <p>Services must be validated prior to procurement to ensure they can be deployed and maintained in compliance with the Statewide Information Security Policy.</p> <p>Carahsoft Primary Contact: Bethany Blackwell, 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190; Phone: 703-230-7435; Fax: 703-871-8505; Email: NASPO@carahsoft.com.</p>				

### 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. 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 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.

**CONTRACT DISTRIBUTORS:**

Contract Number	Contract Line No.	Catalog Item Number	Item Description	Supplier Part No.	Gross Price	Unit of Measurement	Minimum Quantity	Discount	Discount Type	Price Base Qty. UOM	Valid From	Valid To
4400010663	1	1027757	Cloud Services, to include: PaaS; IaaS; and SaaS.		0	Lot	1	0	PERCENTAGE	1	3/3/2017	9/15/2026



Board Report and Staff Summary

File #: 24-141

Finance Committee

Cooperative Endeavor Agreement with GNO Inc for Shelter Improvement Funding

DESCRIPTION: Requesting Board authorization to approve a Cooperative Endeavor Agreement between the GNO Inc. and Regional Transit Authority for downtown shelter improvement funding	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to execute a Cooperative Endeavor Agreement with GNO Inc. for downtown shelter improvements funding.

ISSUE/BACKGROUND:

The RTA is working to improve bus and streetcar shelters in the downtown area that have been damaged and degraded through age, vandalism and graffiti. Work on some shelters is being done by RTA’s transit shelter advertising vendor as discussed and approved by the Board in November (Agenda Item 24-099). Additional repairs and improvements to Riverfront streetcar shelters. That work is being done as part of the restoration of the Riverfront Streetcar that was impacted by the Canal St Ferry Terminal Project and will be completed as a final closeout item by that contractor. The total cost for these improvements is \$313,255. Much of the repair and maintenance work on the advertising shelters will be offset by upcoming revenues.

This work is a part of the overall portfolio improvements to the downtown area that the Super Bowl Host Committee would like to see accomplished before the event in early February 2025. In order to advance these projects, funds have been made available by the State through GNO Inc, the region’s economic development non-profit. GNO Inc. has secured \$125,000 to support RTA shelter repair and improvements. In order to transfer funds, a Cooperative Endeavor Agreement (CEA) has been prepared for review and adoption.

DISCUSSION:

The terms of the CEA have been reviewed and agreed upon by both the RTA’s Chief Legal Officer and GNO Inc. The principal components of the agreement is the transfer of \$125,000 to RTA for the purpose of completing transit shelter repairs and improvements in the downtown area prior to Super Bowl LIV. Other components include:

- The RTA’s reporting obligations to GNO Inc and the RTA’s representations and warranties.
- GNO Inc.’s obligations to the RTA during the course of the project.

- The requirements and parameters associated with the GNO Inc funding and the mechanisms by which the RTA will obtain reimbursement from the GNO Inc funding
- Standard termination, indemnification, and insurance provisions
- Other standard CEA provisions such as Force Majeure and non-discrimination clauses

The CEA is a mechanism for these shelter repairs and improvements to receive critical capital funds that will offset RTA costs to execute.

FINANCIAL IMPACT:

RTA will receive \$125,000 per the terms of the CEA. Combined with ad revenues as part of RTA’s contract with Vector Media, Staff anticipates the full costs of \$313,255 for these repairs to be offset.

NEXT STEPS:

Upon Board approval, staff will execute the CEA with GNO Inc.

ATTACHMENTS:

1. Resolution
2. CEA with GNO Inc.
3. Attachment A to the CEA - Project Scope of Work and Budget

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

Reviewed By: Tracy Tyler  
Title: Chief Legal Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



12/30/2024

Lona E. Hankins  
Chief Executive Officer

Date





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

504.827.8300  
[www.norta.com](http://www.norta.com)

RESOLUTION NO. \_\_\_\_\_  
FILE ID NO. 24-141

STATE OF LOUISIANA  
PARISH OF ORLEANS

---

**AUTHORIZATION TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
GNO, INC. AND REGIONAL TRANSIT AUTHORITY**

---

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

**WHEREAS**, The RTA intends to repair and improve transit shelters in the downtown area;  
and

**WHEREAS**, GNO, Inc. has funding to support improvements in the downtown area to be  
completed prior to Super Bowl LIV in February 2025; and

**WHEREAS**, GNO, Inc. and RTA staff have mutually agreed on the terms of a Cooperative  
Endeavor Agreement that will allow for funding to flow from GNO, Inc. to the RTA to support the  
repair and improvement of the Algiers Ferry Terminal; and

**WHEREAS**, GNO, Inc. funding in the amount of \$125,000 constitutes an important source  
of revenue that will facilitate the repair and improvement of transit shelters reducing the costs to  
RTA; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional  
Transit Authority (RTA) that the Chairman of the Board or his designee execute a Cooperative  
Endeavor Agreement with GNO, Inc. for funding for the repairs and improvements of transit  
shelters.



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

504.827.8300  
[www.norta.com](http://www.norta.com)

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

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

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

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

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

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

AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_ DAY OF JANUARY 2025.

---

FRED NEAL, JR.  
CHAIRMAN  
BOARD OF COMMISSIONERS

## Attachment A

### Project Scope of Work and Budget

Item	Description	Unit \$	Qty	Cost
Canal Lower Shelter Paint	21ft stop shelter Refresh Canal -Claborne to the Casino	\$1,850.00	16 \$	29,600.00
	13ft stop shelter Refresh Canal -Claborne to the Casino	\$1,575.00	4 \$	6,300.00
	Transit maps/decals	\$975.00	6 \$	5,850.00
<b>Total Lower Canal Paint</b>				<b>\$ 41,750.00</b>
Canal Lower Light and solar Replacemnt	Stop shelter Refresh Canal - Claiborne to the Casino	\$1,940.00	20 \$	38,800.00
Labor	Solar Panel Removal and install	\$1,200.00	20 \$	24,000.00
<b>Total Lower Canal Light and solar</b>				<b>\$ 62,800.00</b>
Canal Streetcar Glass Small	Canal Streetacr line*(waiting on final est)	\$600.00	13 \$	7,800.00
Canal Streetcar Glass Large	Canal Streetacr line*(waiting on final est)	\$800.00	36 \$	28,800.00
Glass Labor	Labor		\$	22,400.00
<b>Total Canal Glass Replacemnt</b>				<b>\$ 59,000.00</b>
CDB Bus Glass Small	Small Glass (waiting on final EST)	\$600.00	4 \$	2,400.00
CDB Bus Glass Large	Large Glass Wating on Final EST	\$800.00	21 \$	16,800.00
Glass Labor	Labor		\$	10,400.00
<b>Total CBD Glass Replacemnt</b>				<b>\$ 19,200.00</b>
Graffiti Guard Large		\$60.00	108 \$	6,480.00
Graffiti Guard small		\$45.00	48 \$	2,160.00
Shipping			\$	752.00
<b>Grafitti guard Total</b> Install grafitti mitigation treatment at shelters				<b>\$ 15,872.00</b>
<b>UPT Streetcar Line Glass/Decal Refresh</b>	UPT-Tulane Shelters	\$6,300.00	6 \$	<b>37,800.00</b>
<b>Riverfront Streetcar Station Repaint</b>	Repaint Riverfront stations at Canal St, Poydras St, and Julia St and install replacement signage	\$76,883.00	all	<b>\$76,883.00</b>
<b>PROJECT TOTAL</b>				<b>\$313,305.00</b>

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BY AND BETWEEN**  
**THE REGIONAL TRANSIT AUTHORITY**  
**AND**  
**GREATER NEW ORLEANS, INC.**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the “**Agreement**”) is entered into by and between the New Orleans Regional Transit Authority, represented by Lona Edward Hankins its Chief Executive Officer (the “**RTA**”), and Greater New Orleans, Inc., represented by Micheal Hecht, its President/Chief Executive Officer (“**GNO, INC**”). The RTA and GNO, Inc. may sometimes each be referred to as a “**Party**,” and collectively, as the “**Parties**.” The Agreement is effective as of the date of execution by the RTA (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the RTA is a political subdivision of the State of Louisiana;

**WHEREAS**, GNO, Inc. is a non-profit corporation registered in the State of Louisiana;

**WHEREAS**, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, the RTA may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

**WHEREAS**, the RTA has the authority to enter into this Agreement as evidenced by its governmental purpose to plan, design, lease as lessee, purchase, acquire, hold, own, construct, improve, have an equity in, finance, maintain, and administer a transit system within the metropolitan area to operate same;

**WHEREAS**, the RTA and GNO, Inc. desire to accomplish a valuable public purpose of repairing transit shelters (the “**Project**”);

**WHEREAS**, the RTA and GNO, Inc., as set forth below, and in furtherance of their respective goals, seek to set forth their agreement regarding the Project.

**NOW THEREFORE**, the RTA and GNO, Inc., each having the authority to do so, agree as follows:

**ARTICLE I - THE RTA’S OBLIGATIONS**

The RTA will:

Page 1 of 7

1. Provide a detailed scope of work and budget for the Project, shown in Attachment A.
2. Procure the services necessary for implementation of the Project.
3. Obtain any required permits or approvals from relevant public agencies related to implementation of the Project.
4. Manage the implementation, construction and completion of the Project.
5. Report on Project delivery status to GNO, Inc., including but not limited to, implementation progress, Project expenditures-to-date, Project schedule and any modification to Project scope.

## **ARTICLE II – GNO, INC.’S OBLIGATIONS**

GNO, Inc. will:

1. Provide a limited amount not to exceed the sum of \$125,000.00 towards the costs of design, construction and administration of the Project and will have no further financial obligations to the Project.
2. Upon receipt of any request for approval of expenditures from the RTA, shall review and provide approval or reject in writing in a commercially reasonable time period;
3. Once GNO, Inc. approves an expenditure, it shall immediately transfer the approved funds to the RTA for deployment towards the Project.

## **ARTICLE V - DURATION AND TERMINATION**

- A. Term.*** This Agreement will be effective for 1 year from the Effective Date.
- B. Termination for Convenience.*** The Parties may terminate this Agreement at any time during the term of the Agreement by giving written notice of the termination at least 30 calendar days before the intended date of termination.
- C. Termination for Cause.*** The Parties may terminate this Agreement immediately for cause by sending written notice to the breaching party. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

## **ARTICLE VI - INDEMNITY**

Page 2 of 7

A. To the fullest extent permitted by law, each party will protect, defend, indemnify, and hold harmless the other, its agents, elected officials, employees, insurers, self-insurance funds, and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons are property arising from or relating to any negligent act or omission or the operation of the Party, its agents or employees while engaged in or in connection with

**B. Limitation.** Each Party’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of nay of the Indemnified Parties, provided that neither that party nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. The Parties intend and agree that each Party shall be fully responsible for all liabilities incurred in connection with their respective acts or omissions, regardless of the presence or absence of insurance.

### **ARTICLE XI - NOTICE**

A. **In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the GNO, Inc.:

Mr. Michael Hecht  
Greater New Orleans, Inc.  
1100 Poydras, Suite 3475  
New Orleans, Louisiana 70163

2. To the RTA:

Chief Planning & Capital Projects Officer  
Regional Transit Authority  
2817 Canal Street  
New Orleans, LA 70119

&

Chief Legal Officer  
Regional Transit Authority  
2817 Canal Street  
New Orleans, LA 70119

**B. Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient’s refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

**C. Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

## **ARTICLE XII - ADDITIONAL PROVISIONS**

**A. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**B. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the Parties, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

**C. Voluntary Execution.** The parties have read and fully understand the terms, covenants, and conditions set forth in this Agreement and are executing the same willingly and voluntarily of their own volition.

**D. Acknowledgment of Exclusion of Workers' Compensation Coverage.** It is expressly agreed and understood between the parties hereto, in entering into this Agreement, that neither Party is liable to the other for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La. R.S. § 23:1034. Neither the Parties nor anyone employed by the Parties shall be considered an employee of the other party for the purpose of Workers' Compensation coverage.

**E. Waiver of Benefits.** The Parties each agree and understand that they, acting as independent agents, or respective employees shall not receive any sick or annual leave, health or life insurance, pension, or other benefits from the other Party.

**F. Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorneys' fees and the costs and expenses incurred therein in addition to any other right of recovery.

**G. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**H. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against either Party on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**I. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**J. Jurisdiction.** The RTA consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of residence elsewhere.

**K. Limitations of Obligations.** The Parties have no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**L. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**M. Non-Exclusivity.** The Parties shall be free to engage in the services of other persons for the performance of some or all of the obligations contemplated in this Agreement.

**N. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**O. Prohibition of Financial Interest in Agreement.** No officer, director, official, or employee of any Party, and no spouse, child, or parent of such person shall have a financial interest, direct or indirect, in this Agreement. Any willful violation of this provision will render this Agreement voidable by the other Party.

**P. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**Q. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

**R. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**S. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

### **ARTICLE XIII – COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall



constitute one and the same agreement.

**ARTICLE XIV - ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the RTA and the GNO, Inc., through their duly authorized representatives, execute this Agreement.

**REGIONAL TRANSIT AUTHORITY**

**BY:** \_\_\_\_\_  
**LONA EDWARDS HANKINS**  
**CHIEF EXECUTIVE OFFICER**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

**GREATER NEW ORLEANS, INC.**

**BY:** \_\_\_\_\_  
**MICHEAL HECHT**  
**PRESIDENT/CEO**



Board Report and Staff Summary

File #: 24-147

Finance Committee

Third-Party Administrator of Automobile/General Liability and Workers' Compensation Claims

DESCRIPTION: Authorization to award a contract for Third Party Administrator ["TPA"] of Automobile/General Liability and Workers' Compensation Claims to Hammerman and Gainer, LLC	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract to Hammerman and Gainer, LLC as Third-Party Administrator ["TPA"] of automobile/general liability and workers' compensation claims for a term of three (3) years, with an option by RTA to renew for an additional two (2) years. The amount of the contract is not to exceed \$660,000.

ISSUE/BACKGROUND:

Hammerman and Gainer, LLC has been the TPA of automobile/general liability claims for RTA for over fifteen (15) years. In 2021, they assumed the responsibility of handling workers' compensation claims for RTA.

RTA recently issued a Request for Proposals ["RFP"] for a TPA for automobile/general liability and workers' compensation claims. There were two (2) responsive bidders. Of these two (2) bidders, Hammerman and Gainer, LLC has been deemed the most qualified to provide these services to RTA on an ongoing basis.

DISCUSSION:

HGI has historically performed its work as TPA for the handling of both automobile/general liability and workers' compensation claims in an exemplary manner. The award of this contract to Hammerman and Gainer, Inc. will enable RTA to receive their professional services without interruption. Notably, their capability, professional competence, and resources will provide RTA with optimal claims administration for the next three (3) years.

FINANCIAL IMPACT:

\$660,000 [\$220,000 per year for a three (3) year term].

Funds for this contract are available from the RTA Operational Budget. Budget Code: 01-8300-02-7070-165-00-00-00000-00000

NEXT STEPS:

Proceed with execution of this contract with Hammerman and Gainer, LLC as set forth above.

ATTACHMENTS:

- Resolution for Third Party Administrator
- Procurement Summary
- Administrative Review Form
- Third Party Solicitation Request
- Scope of Work
- RFP #24-028
- Hammerman & Gainer Proposal

Prepared By: Marc Popkin  
Title: Risk Management Counsel

Reviewed By: Tracy Tyler  
Title: Chief Legal Officer

Reviewed By: Gizelle Banks  
Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

1/6/2025

Date



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

STATE OF LOUISIANA

PARISH OF ORLEANS

---

**AUTHORIZATION TO AWARD A CONTRACT FOR THIRD PARTY ADMINISTRATOR  
OF AUTOMOBILE/GENERAL LIABILITY AND WORKERS' COMPENSATION CLAIMS  
TO HAMMERMAN & GAINER, LLC**

---

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

**WHEREAS**, the RTA issued a Request for Proposals solicitation (RFP) #2024-028 for Third Party Administrator Services of Automobile/General Liability and Workers' Compensation Claims for an initial term of three (3) years, with an option by RTA to renew for an additional two (2) years; and

**WHEREAS**, two (2) proposals were received and two (2) were deemed responsive; and

**WHEREAS**, RTA staff evaluated all elements of the submittals in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law and the Federal Transit Administration; and

**WHEREAS**, the following vendor was evaluated and received the highest score: Hammerman & Gainer, LLC; and

**WHEREAS**, the RTA staff evaluated all cost components submitted by the vendor and determined the price to be fair and reasonable; and



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

Page 2

**WHEREAS**, the price for the services of Hammerman & Gainer, LLC, as the most qualified bidder, is TWO HUNDRED TWENTY THOUSAND AND 00/00 DOLLARS (\$220,000) annually for the initial term of three (3) years, for a total of SIX HUNDRED SIXTY THOUSAND AND 00/00 DOLLARS (\$660,000); and

**WHEREAS**, funding is available through the RTA operational budget [budget code: 01-8300-02-7070-165-00-00-00000-00000] for this three (3) year term.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Hammerman & Gainer, LLC in the amount of **SIX HUNDRED SIXTY THOUSAND AND 00/00 DOLLARS (\$660,000)**;

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_\_\_ DAY OF JANUARY, 2025.**

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

**PROCUREMENT SUMMARY-RFP 2024-028**

**REQUIREMENTS**

A Solicit Request Routing Sheet for Third Party Administrator Claims Admin General Liability with attached scope of work was received by Procurement on July 17, 2024.

**SOLICITATION**

The Public Notice and the RFP 2024-028 was posted on the RTA website beginning 8/22/24. The RFP submittal deadline was 10/10/24 at 4:00pm.

**RFP SUBMITTAL**

Submittal deadline was on 10/10/24 at 4:00pm. Briana Howze handled the receipt of all submissions received. Two (2) proposals were received.

**DETERMINATION**

Five (5) responsive proposals were received. Two (2) proposals were received but non responsive due to the required forms not being submitted.

**SUBMITTAL ANALYSIS**

Respondents

CorVel

Hammerman & Gainer

Required Forms

ALL SUBMITTED

ALL SUBMITTED

**SUMMARY**

An Administrative Review was prepared by Briana Howze.

A technical evaluation was conducted on Thursday December 19, 2023 at 1:30 pm. The evaluation committee consisted of the following:

Marc Popkin  
Michael Smith  
Yolanda Rodriguez

The final combined scores for the technical evaluation are as follows:

CorVel	126
Hammerman & Gainer	290

Hammerman & Gainer has been determined to be fair and reasonable and is recommended for award.





**Regional Transit Authority  
Administrative Review Form**

Project Name: Third Party Administrator

Type of Solicitation: RFP 2024-028 DBE/SBE Participation Goal: 0% Number of Respondents: 2

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
CorVel	N/A	0%	N/A
Hammerman & Gainer	N/A	0%	\$220,000.00

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

Prime Firm Name	Required Items								
	LA Uniform Public Work Bid	Non-Collusion	Debarment Prime	Debarment Lower	Restrictions on Lobbying	Buy America Compliance	Participant Info	Affidavit of Fee Disposition	Addenda
CorVel	N/A	Y	Y	Y	Y	Y	Y	Y	Y
Hammerman & Gainer	N/A	Y	Y	Y	Y	Y	Y	Y	Y

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

Vendor Name: Hammerman & Gainer

Certified by: Name and Title      Briana Howze, Contract Administrator

**Procurement Personnel Only**

Prime Firm Name	Bid Bond	Insurance	Responsiveness Determination		Responsible Determination				
			Certifications /Licenses	Facilities/ Personnel	SAM.Gov	Previous Experience	Years in Business	Financial Stability	LA License No. if required
CorVel	N/A				Y/Inactive	Y			
Hammerman & Gainer	N/A				Y	Y			

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

Vendor Name: Hammerman & Gainer

Certified by: Name and Title      Briana Howze, Contract Administrator



You're On Your Way!

EDITING: please Click the "Edit" bottom on very top left of this screen if you need to edit this sheet.

**Request with ID: 193** it has been approved and thus not editable any longer. Please do not delete it.

REQUEST ID: 193

Mode: Final  
Approval

Status: Approved

Stage: Document  
Generated

Created By: POPKIN,  
MARC Wed Jul 10 2024  
15:44:14 GMT-0500  
(Central Daylight Time)

Check to see rejection comments if any

Default Routing Review \*

[Click to see full log](#)

## EMAIL ROUTING ASSIGMENTS

Dir/Dept Head Personnel  
Lookup \*

Michael J. Smith

Dept Head Full Name

Michael J. Smith

Dept Head RTA Email \*

mjsmith@rtaforward.org

Info Tech Lookup

Sterlin Stevens

Info Tech Full Name

Sterlin Stevens

Info Tech RTA Email \*

sstevens@rtaforward.org

Grants Personnel Lookup

Grants Team

Dir Grants Rep Full Name

#Grants Team

Dir Grants RTA Email \*

GrantsTeam@rtaforward.org

Budget Personnel Lookup

Budget Team

Budget Analyst Full Name

#Budget Team

Budget Analyst RTA Email \*

Budget@rtaforward.org

Safety/Security Personnel  
Lookup

Michael J Smith

Chief Safety Full Name

Michael J Smith

Chief Safety RTA Email \*

mjsmith@rtaforward.org

Risk Personnel Lookup

Marc Popkin

Risk Analyst Full Name

#Marc Popkin

Risk Analyst RTA Email \*

mpopkin@rtaforward.org

SBE Personnel Lookup

SBE Team

Dir SBE Full Name

SBE Team

Dir SBE RTA Email \*

SBEProcurementTeam@rtaf

DBE Personnel Lookup

DBE Team

DBE/EEO Compliance Manager Name

#DBE Team

DBE/EEO Compliance Manager RTA Email \*

DBEProcurementTeam@rta

Procurement Lookup

Ronald Baptiste Jr.

Dir Procurement Full Name

Ronald Baptiste Jr.

Dir Procurement RTA Email \*

rbaptiste@rtaforward.org

Chief Lookup \*

Michael J. Smith

Chief Full Name

Michael J. Smith

Chief RTA Email \*

mjsmith@rtaforward.org

CFO Lookup

Gizelle Banks

CFO Full Name

Gizelle Banks

CFO RTA Email \*

gbanks@rtaforward.org

CEO Lookup

Lona E. Hankins

CEO Full Name

Lona E. Hankins

CEO RTA Email \*

lhankins@rtaforward.org

Department Representative

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.

RISK MANGEMENT ANALYST POPKIN, MARC mpopkin@rtaforward.org

Ext. \*

8395

Name of project/service/product \*

Third-Party Administrator ["TPA"] for Claims Administration Services of Automobile/General Liability and W

Procurement Justification \*

The RTA requires a Third-Party Administrator ["TPA"] for the handling of its liability and workers' compensation claims commencing on January 1, 2025. The addendum to the contract with the current provider of these services, Hammerman & Gainer, Inc. ["HGI"], entered into on May 2, 2024, expires on December 31, 2024. The TPA shall open, investigate, and ultimately conclude, through settlement or case closure, all automobile and general liability accident claims in the manner set forth in the attached Scope of Services.

Reason to justify the procurement of the product, project or services being requested.

### Attachments (\*Indicated Required Items)

Project Schedule

Delivery Date \*

Aug 1, 2024

ICE Amount \*

\$ 750,000.00

Technical Specs

Yes

No

Scope of work

Yes

No

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



ICE Form TPA AL GL WC claims admin services with attachments.pdf



.pdf

SCOPE OF WORK ATTACHMENT IS REQUIRED...! \*



Third Party Administrator AL GL WC Scope of Services rev 11 (003).docx

Capital Project ID

Capital projects review required?

Funding Source

Funding Type \*

Federal  State  Local  Other

Budget Analyst

#BUDGET TEAM

Available Federal funding

\$

Available State Funding

\$

Available Local Funding

\$ 750,000.00

Available Other Funding

\$

Projected Federal Cost

\$

Projected State Cost

\$

Projected Local Cost \*

\$ 750,000.00

Projected Other Cost

\$

Total Available Funding

\$ 750,000.00

Projected Total Cost

\$ 750,000.00

ICE Amount Entered

\$ 750,000.00

Need to Input Multi-Year Breakdown (Only applies to State+Local+Other)?

Yes

Multi-year-1 \*

\$ 250,000.00

Budget code-Multi-Year-1 \*

01-8300-02-7070-166-0000-00000-00000

Multi-year-2 \*

\$ 250,000.00

Budget code-Multi-Year-2 \*

01-8300-02-7070-166-0000-00000-00000

Multi-year-3 \*

\$ 250,000.00

Budget code-Multi-Year-3 \*

01-8300-02-7070-166-0000-00000-00000

Multi-year-4

\$

Budget code-Multi-Year-4

Multi-year-5

\$

Budget code-Multi-Year-5

Multi Year Total

\$ 750,000.00

### Budget

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

Budget lookup List-1 \*

Budget code-1 Selected

01-8300-02-7070-166-0000-00000-00000

Budget lookup List-2

Budget code-2 Selected

01-8300-02-7070-166-0000-00000-00000

Budget lookup List-3

Budget code-3 Selected

Budget lookup List-4

Budget code-4 Selected

Budget lookup List-5

Budget code-5 Selected

**Safety, Security and Emergency Management - Review and Approval is required**

Safety Review and Approval is Required

Safety Chief

**MICHAEL J SMITH**

Yes

Safety Attachments

No files uploaded

**Risk Management - Review and Approval is required**

STD Insurance Provisions is Required

Risk Management Analyst

**#MARC POPKIN**

Yes

Risk Attachments

No files uploaded

**DBE / SBE Goal - Review and Approval is required**

Director of Small Business Development

DBE/EEO Compliance Manager

**SBE TEAM**

**#DBE TEAM**

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

Input your fullname \*

Date \*

Marc Popkin

Jul 10, 2024

## SCOPE OF SERVICES

### I. INTRODUCTION

The RTA provides public transportation services to the City of New Orleans, the Parishes of Orleans, St. Bernard and Jefferson, and the City of Kenner. The RTA system includes five streetcar lines, 34 bus routes, paratransit service, and two ferry lines. RTA currently has a fleet of 417 revenue and non-revenue vehicles, with 820 employees.

RTA seeks a Third Party Administrator (“TPA”) to provide claims administration services for all new automobile/general liability (“AL/GL”) and workers’ compensation claims. TPA will handle claims with dates of occurrences beginning January 1, 2025. **(The prior TPA will continue to manage all pending claims with dates of occurrence before January 1, 2025.)** The current number of open AL/GL claims is approximately 350; the current number of workers’ compensation claims is approximately 40.

### II. OVERALL RESPONSIBILITY

The RTA requires TPA to open, investigate and ultimately conclude, through settlement or case closure, all automobile/general liability and workers’ compensation accident claims in the manner set forth below.

Typically, TPA shall receive a telephone call, a notice by fax or an e-mail from RTA relative to an accident or incident. TPA is then required to open a claim in connection with this accident or incident and begin its investigation immediately. The scope of the investigation shall be appropriate to the severity and extent of loss involved.

In the majority of automobile liability cases, a TPA adjuster will be required to attend the scene of the incident or accident in order to gather appropriate information and data. In other cases, the assigned adjuster shall not be required to attend the accident site but rather commence case investigation from their office. Required TPA activities include, but are not limited to, the securing of statements from parties and witnesses, the investigation of the accident scene as appropriate to the matter in question (photographed and scoped as necessary), the securing of medical authorizations and wage loss information, the inspection of property damage and the appraisal of all physical damage, and appropriate case reserve setting and adjustment. Settlements or denials of losses shall be made as appropriate and shall be dependent upon the result of liability decision and damage assessment.

In workers’ compensation cases, upon notification by RTA, the TPA investigation shall include coverage confirmation, three- or four-point contact as described below, reserve setting (and adjustment as necessary), obtaining recorded statements from appropriate parties and witnesses, and relevant reporting to third parties.



Whether TPA receives a telephone call, a notice by fax or an e-mail loss report, it shall begin all investigations as soon as possible after notice. A TPA Claims Manager or Supervisor shall review each claim for coverage and/or liability consideration(s) as appropriate and assign each respective loss to an adjuster. Prompt contact (i.e., normally within 24 hours) shall be made with all relevant parties. Decisions regarding the scope and type of investigation shall be made in course, pursuant to TPA's investigation and results.

TPA will use its best practices, and in any event, not less than best industry practices, in handling and adjusting claims. TPA will take appropriate measures to notify RTA of any potential excess or claims that for any reason may not be covered by available insurance.

### **III. AUTOMOBILE/GENERAL LIABILITY (“AL/GL”) CASES**

#### **A. Case Notification**

RTA will typically notify TPA of any accident involving RTA-owned vehicles via:

- 1) Telephone contact from the RTA Dispatcher's Office; or
- 2) RTA Accident Report and Injury Form and/or other industry standard form(s).

RTA will typically notify TPA of any accident involving general liability in a similar fashion.

RTA is responsible for providing the appropriate Accident/Incident Report to TPA no later than the close of business on the day following the accident/incident.

#### **B. Case Reserving Practices/Loss Information**

Liability (Auto/GL) reserves shall be set as soon as practicable. Reserves must be reviewed and adjusted as appropriate, every sixty (60) to ninety (90) days at a minimum. However, case progress, activity, and additional information obtained during and throughout the case investigation shall dictate the necessity for reserve review and adjustment.

RTA must be notified immediately if a reserve is set or adjusted to an amount equal to or exceeding \$200,000 or when a matter is deemed "catastrophic". (See below).

Further, RTA requires TPA to maintain loss runs. All claims should be reserved based upon a reasonable assessment of the amount expected to be paid for each respective claim, including indemnity and claims expense, without regard to the limits of liability. Loss information shall be kept on a paid, reserved, claims expense, and total incurred basis. All loss entries should contain the date of loss, description of the allegations, and should briefly state the nature of the injuries or damages. With respect to coverage written on a claims-made basis, the date that RTA first receives notice of the claim should also be included. Monthly, by the 10th of the following month, RTA staff shall receive updates on the above-stated claims information.

### C. Witness Statements

It is essential that the assigned adjuster secures a statement or statements, as appropriate, when any case involves fatality, serious injury and/or serious issue. In all cases of catastrophic injury, statements must be obtained as soon as practicable (in most cases no later than 72 hours post-incident). All efforts will be made to protect attorney-work product and attorney-client confidentiality.

### D. Random File Reviews

RTA-designated person or persons will schedule and conduct file reviews of claim files on a random basis or as needed. A list of specific files to be reviewed at each file review session will be e-mailed or faxed to TPA five (5) days before the scheduled file review is to take place. Accordingly, files shall be available and ready for review upon arrival by RTA designees at the TPA office.

### E. Litigation Management

All Automobile/GL litigation shall be handled and directed by RTA General Counsel and/or RTA Chief Legal Officer. Upon service of suit on RTA, RTA General Counsel and/or RTA Chief Legal Officer will notify TPA to prepare file for submission to assigned counsel. TPA shall continue to handle all outstanding claims activity within the file in conjunction with assigned counsel and timely update reserves as adjusted by handling counsel. Moreover, any and all file investigative activity shall remain ongoing unless otherwise directed. All financial detail relating to litigated matters is to be maintained by TPA, inclusive but not limited to reserves, legal fees and related case costs.

### F. "Catastrophic" Cases

Appropriate handling of catastrophic matters is particularly critical to RTA. Catastrophic diagnoses require detailed reporting and immediate notification to RTA General Counsel and/or RTA Chief Legal Counsel. Further, as noted in "Case Reserving Practices", above, appropriate RTA personnel must be notified when a reserve is set or adjusted in a catastrophic matter.

Expedited reporting is essential so RTA may report such matters to the Federal Transportation Administration (FTA), the State of Louisiana (DOTD), and/or the National Transportation Safety Board (NTSB), as necessary, within extremely limited time constraints.

Relative to catastrophic matters, TPA will provide to RTA a report twenty-four (24) hours post-incident; seven (7) days post-incident; thirty (30) days post-incident, and every sixty (60) days thereafter until a matter has been concluded in full.

## G. Reporting Requirements

- 1) Similar to the excess insurance requirements relative to loss runs, RTA independently requires loss runs to be submitted by TPA to RTA every thirty (30) days. TPA must comply with any and all reasonable loss run requests by RTA to ensure a smooth and cohesive claims administration process by and between RTA and TPA.
- 2) Relative to rail incidents/accidents, RTA is required to notify the State of Louisiana (DOTD) within two (2) hours of any incident or accident involving a rail transit vehicle or taking place on rail transit-controlled property through Initial Investigation Report when one (1) or more of the following occurs:
  - a. A fatality at the scene, or where an individual is confirmed dead within thirty (30) days of a rail transit-related incident;
  - b. Injuries requiring immediate medical attention away from the scene for two (2) or more individuals;
  - c. Property damage to rail-transit vehicles, non-rail transit vehicles, other rail-transit property facilities and non-transit property that equals or excess \$25,000;
  - d. An evacuation due to life safety reasons;
  - e. A collision at a grade crossing;
  - f. A main-line derailment;
  - g) A collision with an individual on a rail right of way; or
  - h) A collision between a rail-transit vehicle and a second rail-transit vehicle, or a rail-transit non- revenue vehicle.
- 3) Relative to a catastrophic matter, TPA will provide to RTA an initial report seven (7) days post-incident and every sixty (60) days thereafter until a matter has been concluded in full.
- 4) RTA requires TPA to provide loss runs and/or reserve reports to the RTA Insurance Broker of Record for obtaining any and all appropriate insurance coverages.
- 5) RTA requires TPA to provide loss runs and/or required reports to RTA's external financial auditors.

## H. Case Denials

RTA recognizes that TPA will regularly deny automobile/GL claims for a variety of reasons. However, RTA General Counsel and/or RTA Chief Legal Counsel shall be notified of all case denials so they may independently review and/or assess reasons for case denial. As such, RTA General Counsel and/or Chief Legal Counsel require electronic notification of each case denial so as to make possible this independent review. TPA shall provide specific reasons for each case denial. Case information shall be submitted by TPA to RTA General Counsel and/or Chief Legal Counsel no later than seven (7) business days after a matter has been denied.

## I. Settlement Authorization

Relative to automobile/general liability matters, TPA shall have settlement authority in the amount up to \$20,000 per claimant. Any additional settlement authority shall be sought in writing from RTA General Counsel and/or RTA Chief Legal Counsel.

## IV. WORKERS' COMPENSATION CASES

### A. CASE NOTIFICATION, OPENING & INITIAL CONTACT

Typically, TPA shall be notified by RTA of a work-related accident or incident by telephone call, a notice by fax, or an e-mail. TPA is then required to open a claim in connection with this accident or incident and begin its investigation immediately. Per RTA procedures, accidents or incidents involving possible injuries/illnesses to one or more employees will be forwarded immediately for TPA handling.

#### - COVERAGE CONFIRMATION (Within 24 hours of Receipt of Assignment)

Within 24 hours of receipt of assignment, the assigned TPA Adjuster is to confirm coverage.

Any question of coverage is to be immediately discussed with the TPA Claim Manager.

The TPA Claim Manager will advise client of the coverage issue via telephone, e-mail, or in writing.

Any declination of coverage will be approved, authorized, and confirmed by e-mail or in writing by the RTA prior to the issuance of any denial of coverage letter.

#### - CONTACT (Within 24 Hours of Receipt of Assignment)

Three- or four-point contact with the employee (#1 below) , employer (#2 below), and medical provider(s) (#3 below) via telephone shall be made within 24 hours of receipt of assignment.

Timely and thorough contacts are key components that allow the TPA Adjuster to maintain control of many facets of the developing claim.

A minimum of two follow-up contact efforts are required to contact those parties not reached within five (5) working days of assignment. Follow-up contacts will be made by phone, unless a personal visit is appropriate, in which case an assignment will be made to an on-site investigator and/or TPA Case Manager. All contacts shall be detailed in the Claim Progress Notes.

## 1) Claimant Contact

Early contact with the claimant should reduce the likelihood of an adversarial relationship and of future attorney involvement. Timely contact also leads to early determination of compensability issues and timely payment of benefits, as well as early managed care involvement. The Adjuster is required to obtain, as may be appropriate in each case:

- a) Facts of the accident
- b) Identification of witnesses
- c) Job information, to include title, occupation description, job requirements, equipment utilized, etc.
- d) Information concerning injury and treatment, including subjective comments concerning pain, prior injuries, identification of medical providers, concurrent treatment issues, etc.
- e) A determination of severity of injury and potential for extended work loss
- f) Employee's attitude toward employer, medical treatment, timely return to work, etc.
- g) A signed medical release
- h) An explanation of benefits and the future course of action to the injured employee

## 2) RTA/Employer Contact

The following points will be addressed with the RTA at the time of initial contact:

- a) Disability status of the employee
- b) Prior claims (Index Bureau)
- c) Verification of information on RTA's First Report
- d) Employer's Supervisor's Report
- e) Employee's personnel records (non-confidential)
- f) Identification of potential witnesses
- g) Police report/Security report
- h) Subrogation issues
- i) Description of job duties
- j) Length of employment
- k) Confirmation of lost time
- l) Verification of wages
- m) Obtain wage statement/compute average weekly wages

Note that for "RTA/Employer Contact", it is the RTA Director of Talent Acquisition and Leave Management or other designee of the RTA Chief of Human Resources who shall serve as such contact.

### 3) Medical Provider/Physician Contact(s)

The Adjuster will determine who the primary treating physician is, contact them, and:

- a) Determine the extent and severity of the injury
- b) Identify a treatment plan and prognosis
- c) Ensure that the injured worker is receiving effective, medically appropriate treatment
- d) Establish anticipated length of disability and cost of treatment to set accurate reserves
- e) Notify the physician of utilization management requirements
- f) Refer the claim to utilization review for pre-certification of treatment
- g) Identify work restrictions and limitations
- h) Identify other factors or preexisting problems affecting or influencing disability duration
- i) Target an appropriate return-to-work date that is based on disability guidelines and category of work

### B. CASE INVESTIGATION AND RECORDED STATEMENTS

RTA requires TPA to pursue investigation and obtain recorded statements as follows:

Investigation shall involve coverage verification, case creation, three- or four-point contact, and securing recorded statement(s). The scope of the investigation shall be appropriate to the severity involved.

#### - INVESTIGATION TIME REQUIREMENTS (within 24-48 Hours of Receipt of Assignment)

1. Within 24 hours of receipt of assignment, the Adjuster shall begin the claim investigation addressing compensability, exposure, and potential subrogation.
2. Within 24 hours of receipt of assignment, the need for outside investigation shall be determined and tasks assigned accordingly. The assignment of outside investigation shall be made on a case-by-case basis.
3. Within 48 hours of receipt of assignment, the Adjuster shall initiate action to obtain records and send the necessary forms, based on the information obtained during the three-point contact.

#### - RECORDED STATEMENTS

Issues to consider when deciding if a recorded statement is appropriate shall include:

- a) Inappropriate or excessive medical treatment
- b) Stress claims
- c) Subrogation as an issue
- d) Fatality
- e) Severe injury
- f) Pre-existing condition
- g) Suspected fraud
- h) Cumulative trauma if short duration of employment
- i) Serious occupational disease
- j) Compensability issues

### C. CASE RESERVING TIME REQUIREMENTS

RTA requires the TPA to set and adjust reserves as follows:

The Adjuster shall use the information gathered in the first 72 hours to set initial reserves. Continual follow-up will be made to obtain more information as the claim progresses in order that more accurate reserves be set within 14 calendar days of assignment.

Reserves shall be reviewed minimally every 60-90 days, however, case progress, activity, and additional information obtained during and throughout the investigation will dictate the necessity for a reserve review.

### D. LITIGATION MANAGEMENT

Litigation management and coordination thereof is essential to the TPA's responsibilities.

1. The Adjuster will notify the Claim Manager of any summons, petition and/or any other litigation notification.
2. The Adjuster is required to assess the case for ultimate case exposure, identifying next steps, options, and an action plan.
3. The RTA-assigned counsel will proceed with handling of the matter

### E. SUBROGATION TIME REQUIREMENTS

RTA requires the TPA to follow the following guidelines:

1. Immediately upon receipt of the assignment, the Claim Manager/Supervisor will review the first report of loss for potential subrogation.
2. If subrogation potential exists, the file will be noted as "Subrogation" and a statute of limitations date will be clearly posted on the front of the file jacket.
3. Within 24-48 hours, the Adjuster will identify potential third parties, evaluate the probability of recovery, and place all third parties on notice of clients' lien interest(s).

### F. REPORTING

RTA requires TPA to handle reporting as follows:

1. An acknowledgement of receipt of case assignment shall be sent to RTA in each matter.
2. Per the State Worker's Compensation Board/Commission, all required filings will be made in accordance with jurisdictional requirements and timeframes.
3. Regardless of reserves, the following losses, defined as "catastrophic", must be reported to the RTA:
  - a) Fatalities
  - b) Spinal cord injuries resulting in paraplegia or quadriplegia
  - c) Brain Damage affecting mentality, including, but not limited to, such conditions as permanent disorientation, behavior disorder, personality change, seizure, motor deficit, aphasia hemophilia or unconsciousness
  - d) Third Degree Burns covering at least 10% of the body or Second-Degree Burns covering at least 30% of the body

- e) Amputations
- f) Impairment of vision or hearing by 50% or more
- g) Nerve Damage causing paralysis or loss of sensation in arm, hand, or leg
- h) Massive Internal Injuries affecting a body organ or organs
- i) Multiple fractures involving more than one member, mal-union or significant shortening of the limbs
- j) Fracture of both heel bones
- k) Occupational Disease such as asbestosis, black lung disease and long-term chemical exposure
- l) Back injury claims requiring surgery or with a disability of one year or more
- m) Any disability of more than one year
- n) Permanent Total Disability
- o) Cardiac Failure
- p) Paralytic Stroke
- q) Sexual Assault and Molestation
- r) Any controversy as to coverage, state law, reserving, settlements, or an allegation of bad faith made to the adjustment company

#### G. SUPERVISION

Immediately upon receipt of a first report of loss, RTA requires the Claim Manager to review the First Report of Injury and outline a plan of action for timely and thorough investigation by the Adjuster. The Claim Manager's review shall focus on the following issues:

1. Special Client Instructions (within 24 Hours of Receipt of First Report)
2. Coverage Confirmation (within 24 Hours of Receipt of First Report)
3. Contact (within 48 Hours of Receipt of First Report)
4. Determine Compensability (within 72 Hours of Receipt of First Report)
5. Evaluate Claim and Establish Initial Reserves (within 72 Hours of Receipt of First Report)
6. Calculation of Average Weekly Wage ("AWW") (within 72 Hours of Receipt of First Report)
7. Request and obtain needed wage statements to calculate AWW and indemnity benefits. File is documented to reflect how AWW was calculated.
8. Subrogation Addressed (within 72 Hours of Receipt of First Report)
9. Initial Supervisory File Review (within 14 days of Receipt of First Report)
10. On-going Thirty Day Supervisory File Review Until Closed

#### H. ON-GOING CLAIMS MANAGEMENT

RTA requires the TPA to manage on-going claims as follows:

File reviews are required every 30-60 days and shall address the following information:

- a) Lost time/Disability Benefits
- b) Injury/Medical Treatment
- c) Third Party/Subrogation Recommendation



- d) Medical/Vocational Rehabilitation Management (if applicable)
- e) Litigation Management (if applicable)
- f) Settlement Evaluation (if applicable)
- g) Action Plan (to include timeframes)

#### I. CASE CLOSURE

RTA requires TPA to proceed to case closure as follows:

A case shall be closed when:

- The claimant returns to full duty with the employer of the injury and medical treatment ends.
- The injured worker returns to full duty with a new employer and medical treatment ends.
- The injured worker reaches maximum medical improvement/stationary status and settlement is reached.

#### V. TERM

The term of the Agreement herein shall be three (3) base years, with an option by RTA to renew for an additional two (2) year term, for a total contract period of five (5) years.

**PUBLIC NOTICE  
REGIONAL TRANSIT AUTHORITY  
THIRD PARTY ADMINISTRATOR AL GL WC  
REQUEST FOR PROPOSALS (RFP) #2024-028**

**Project Description:** The Regional Transit Authority (RTA) is seeking a vendor to provide Third Party Administrator of Automobile/General Liability and Workers' Compensation Claims per specifications in RFP 2024-028.

**How to Obtain a copy of the RFP:** Scope of Work and further information concerning the RFP may be obtained beginning August 22, 2024, from the RTA's Procureware website at <https://norta.procureware.com/home>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

**Responding to RFP:** Proposals shall be submitted through RTA's Procureware website on or before 4:00 P.M., Thursday, September 26, 2024. Any questions or further information concerning this RFP may be submitted through <https://norta.procureware.com/home> beginning on August 20, 2024. Only written questions submitted through <https://norta.procureware.com/home> shall be considered official. All answers to questions shall be by formal addenda posted to the website under RFP #2024-028.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 32%. **No DBE goal has been established for this project as there are no subcontracting opportunities on this project.**

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

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

**Lona Hankins  
Chief Executive Officer  
Regional Transit Authority**

REQUEST FOR PROPOSALS  
FROM  
REGIONAL TRANSIT AUTHORITY

SUBJECT: Third Party Administrator of Automobile/General Liability and Workers' Compensation Claims

DATE: August 22, 2024

REQUEST FOR PROPOSALS NO. 2024-028

PROPOSAL RECEIPT DEADLINE: Thursday, September 26, 2024 - 4:00 PM

The Regional Transit Authority Request for Proposals for the services set forth above in accordance with the scope of work enclosed herewith.

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

Enclosures ("X" indicates item enclosed)

X Instructions to Proposers

X General Provisions

X Federal Requirements

X Evaluation

X Attachments

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## **INSTRUCTIONS TO PROPOSERS**

### **1.1 PROPOSALS**

Each submittal must include a Letter of Interest that addresses the suggested structure or organization of the proposed team (prime and sub-consultants), a detailed description of your team's approach and capability to handle project-specific issues, a schedule of the proposed work, and any other information that may assist the RTA in making a selection. Letters of Interest should be concise and limited to three (3) pages.

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

### **1.2 PROPOSAL SUBMISSIONS**

Proposals can be sent electronically through RTA's ProcureWare system and uploaded through our electronic system <https://norta.procureware.com/home> until 4:00 P.M., on the date established as the submittal receipt deadline or upon request a hardcopy may be mailed to: Regional Transit Authority, Attn: Procurement Department, 2817 Canal Street, New Orleans, LA 70119. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Proposals, and shall be in a sealed envelope with the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Request for Proposals marked on the outside.

### **1.3 PROPOSER REVIEW PROCEDURE**

For the purposes of this paragraph, all submissions must be received by the RTA no later than 4:00 p.m. (Central time) on the date specified as the deadline for the submission.

#### **A. Request for Modification or Clarification**

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

Proposers may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Request

for Proposals and/or in any addendum hereto. Any such request must be received by the RTA, in writing, not less than **SEVEN (7) calendar days** before the date of scheduled proposal receipt deadline. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation.

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

b. Protest Procedures

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

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

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

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

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

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

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

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director

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

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

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

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

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

The decision of the CEO/RTA shall be final and conclusive unless:

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

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

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

#### **1.4 CONTRACT DOCUMENTATION**

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

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

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



## **1.6 PROPOSAL POSTPONEMENT AND ADDENDA**

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

## **1.7 CANCELLATION OF REQUEST FOR PROPOSALS**

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

## **1.8 PROPOSAL REJECTION**

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

## **1.9 SINGLE PROPOSAL RESPONSE**

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

## **1.10 PROPOSAL WITHDRAWAL**

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

## **1.11 ACCEPTANCE OF PROPOSALS**

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

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

### **1.12 EVALUATION OF PROPOSALS**

The evaluation criteria are provided in this Request for Proposals. The proposer receiving the highest point total during the evaluation phase of the selection process may be called in for negotiations. The contract will be awarded based on the Best Value to the RTA. RTA shall have the right to conduct any reviews it deems necessary and audit the business records of any and all proposers to determine the fairness and reasonableness of the offer. RTA reserves the right to award this contract without conducting negotiations.

### **1.13 AWARD PROCEDURE**

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

### **1.14 OFFERS**

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

**1.15            ADDENDA**

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

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

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

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

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

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

\_\_\_\_\_  
RFP 2024-028

## **II. GENERAL PROVISIONS**

### **2.1 WRITTEN CHANGE ORDERS/AMENDMENTS**

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

### **2.2 CHANGE ORDER/AMENDMENT PROCEDURE**

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

### **2.3 OMISSIONS**

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

### **2.4 PRIORITY**

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

### **2.5 COMMUNICATIONS**

All official communications in connection with this contract shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of RTA or the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this

solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## **2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS**

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

## **2.7 CONFLICT OF INTEREST**

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

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

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

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

## **2.8 EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations

(41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **2.9 PRIVACY REQUIREMENTS**

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

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

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

## **2.10 INDEMNIFICATION**

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

## **2.11 PERFORMANCE**

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

## **2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES**

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

## **2.13 INSURANCES**

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

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

## **2.14 SUBCONTRACTORS**

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

## **2.15 ASSUMPTION OF RISK OF LOSS**

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

## **2.16 ACCEPTANCE**

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

## **2.17 QUALITY INSPECTION**

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

## **2.18 CORRECTION BY CONTRACTOR**

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

## **2.19 UNAVOIDABLE DELAYS**

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

## **2.20 NOTIFICATION OF DELAY**

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or



completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

## **2.21 REQUESTS FOR EXTENSION**

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

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

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

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

## **2.23 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

### **(a) Federal Laws and Regulations**

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

### **(b) State or Territorial Law and Local Law**

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

## **2.24 CONTRACT PERIOD**

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

## **2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

## **2.26 FEDERAL CHANGES**

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

## **2.27 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

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

## **2.29 GEOGRAPHIC RESTRICTIONS**

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

### 2.30 PROMPT PAYMENT

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

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

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

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

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

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

The contractor, sub recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall within thirty (30) days of receipt of payment from RTA make all payments due subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within thirty (30) days release retainage(s) it holds. The requirement for release of retainage(s) within thirty (30) days shall flow down to all subcontractors, etc.

performing under this contract. Contractor or any of its subcontractors, etc. may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc. if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor by its actions or assurances has, to RTA satisfaction, proven that it will or has complied with all the requirements hereunder.

### **2.31 CONFIDENTIALITY**

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

### **2.32 DISPUTES**

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

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

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

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

### **2.33 OWNERSHIP OF DOCUMENTS**

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

### **2.34 STATE AND LOCAL LAW DISCLAIMER**

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

### **2.35 PARTICIPANT INFORMATION FORM**

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

### **2.36 NON-COLLUSION AFFIDAVIT**

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

### **2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS**

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

### **2.38 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

It is the intent of the Regional Transit Authority (RTA) of New Orleans to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete

fairly for opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation.

DBE firms are firms which have 51% ownership and control by socially and/or economically disadvantaged individuals. For this solicitation, RTA will accept certification of DBE firms the following government agencies:

- Regional Transit Authority – SBE Certification Program
- Louisiana Department of Transportation and Development – Louisiana Unified Certification Program (LAUCP) - <http://www.laucp.org/ucp/>
- City of New Orleans Office of Supplier Diversity -- SLDBE Certification Program – [www.nola.gov](http://www.nola.gov)

In compliance with the RTA's DBE Policy to be eligible for award of a contract, the contractor/prime bidder MUST either:

1. Meet the DBE goal as advertised with meaningful DBE participation through subcontracts, joint ventures, or suppliers; OR
2. Demonstrate Good Faith Efforts to meet the DBE goal.

All firms participating on RTA projects, including SBE, SLDBE, DBE and non-DBE firms MUST be documented on the Contract Participation and DBE Commitment Form 1 – Schedule A. This form must be submitted by the prime/bidder, must include all information requested and must be signed by an authorized signatory.

For each participating SBE, SLDBE and DBE firm, a DBE Participation Questionnaire Form 2 – Schedule B MUST be included and signed by an authorized signatory of the firm. The purpose of this form is to confirm that the SBE, SLDBE or DBE firm has committed to participating on the project and that both parties agree to the scope of work and price as designated on the Contract Participation and S/DBE Commitment Form 1.

The SBE, SLDBE and DBE firms proposed on this form are binding. Any substitutions or removals of SBE, SLDBE or DBE firms listed on these forms after submission of the bid must be requested through the formal process of contract amendment and be approved by the DBE Liaison Officer. The Contractor shall, no later than three (3) days from the award of a contract, execute formal contracts, agreements and/or purchase orders with the SBE and DBE firms included on the Contract Participation and S/DBE Commitment Form 1.

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished. Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.

b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The RTA shall have the authority to investigate allegations of discriminatory practices of bidder(s) who contract or seek to contract with the RTA.

Please direct all questions related to DBE compliance prior to submission of the solicitation to the RTA Disadvantaged Business Enterprise Liaison Officer.



### III. FEDERAL PROVISIONS AND REQUIREMENTS

#### 3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

### **3.2 BUY AMERICA**

This Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 660. The bidder is required to submit a signed Buy America certification with the proposal. If the bidder takes exception to the Buy America requirements a certificate of non-compliance must be signed and submitted with the proposal as it applies to the RFP request. The necessary forms are available on <http://www.norta.com>. A waiver from the Buy America Provision may be sought by the RTA if grounds for the waiver exist. Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel, and manufactured products used in the contract are produced in the United States.

### **3.3 PRE-AWARD AND POST-DELIVERY AUDITS**

Federal funds may not be obligated unless steel, iron, and manufactured products used in the projects are produced in the United States, unless FTA has granted a waiver, or the product is subject to a general waiver. 49 U.S.C. Section (5323(j)/FAST Section 3011 domestic content percentage requirement for rolling stock for fiscal years 2018-2019 must have sixty-five percent domestic content and final assembly must take place in the United States. The Buy America Requirements, CFR Part 661.11(r), define final assembly as “the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes.”

### **3.4 CARGO PREFERENCE**

The Contractor Agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the RTA (through the prime contractor in the case of subcontractor's bills-of-lading).
- c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

### **3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**  
If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a

facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA “List of Violating Facilities” published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

(a) Stipulates that any facility to be utilized thereunder is not listed on the EPA “List of Violating Facilities” as of the date of acceptance;

(b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended ( 42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended ( 33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and

(c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of \$100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

### **3.6 CIVIL RIGHTS ACT**

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive

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

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

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

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

### **3.7 DISADVANTAGED BUSINESS ENTERPRISE**

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

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE’s can compete fairly for DOT assisted contracts;
- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

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

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

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by [B2Gnow](#) Software

Reporting requirements under the SBE and DBE programs are now simplified for vendors working on RTA projects with RTA's new Small and Disadvantaged Business Enterprise Contract Compliance System. Our new web-based software system is accessible to government compliance administrators, SBE's, DBE's, contractors and the public; and includes the following key features:

- Self-managed vendor accounts with unlimited users
- Communication with contractors via email, regarding compliance issues
- Online submission of contractor and supplier monthly Program Activity Reports, with automated tracking of DBE and SBE goals
- DBE and SBE firm online verification of payments
- Flexible reporting capabilities

\*All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database.

<https://norta.dbesystem.com>

### 3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the

wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and (3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto.

### **3.9 ENERGY CONSERVATION**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

### **3.10 FLY AMERICA**

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available.

Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

### **3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

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

The following language and Debarment certificates (<http://www.norta.com>) must be completed and submitted as a prerequisite for consideration for award. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

#### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.



6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

### **3.12 RESTRICTIONS ON LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR parts 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the RTA. The necessary form is available on <http://www.norta.com>.

### **3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

### **3.14 PATENT AND RIGHTS IN DATA**

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has

not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

### **3.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS UPPER AND LOWER TIER TRANSACTIONS**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made,

pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S. C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **3.16 RECYCLED PRODUCTS**

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

### **3.17 SAFE OPERATION OF MOTOR VEHICLE**

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain

stationary. (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient’s size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

### **3.18 SUBSTANCE ABUSE REQUIREMENTS**

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance: a. Drug-Free Workplace. U.S. OMB guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 702 et seq., including any amendments to these U.S. DOT regulations when they are promulgated. b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

### **3.19 TERMINATION**

a. Termination for Convenience (General Provision) The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA’s and/or the Government’s best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RTA, the Contractor will account for the same, and dispose of it in the manner the RTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the RTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, (RTA) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (RTA) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

### **3.20 CONTRACT WORK HOURS AND SAFETY STANDARD ACT**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half

(1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **IV. EVALUATION CRITERIA**

##### **4.1 ADMINISTRATIVE EVALUATION**

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

##### **4.2 EVALUATION CRITERIA**

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

1. (30) Overall Qualifications - Capability, professional competence and character of the team, including relevant experience as a Third-Party Administrator [“TPA”] for a public transit agency or similar public entity. Team is inclusive of adjusters, management and supervisory personnel, and support staff.
2. (30) Technical Qualifications - Suitability of the firm's ability and resources to meet the needs and criteria set forth in the Scope of Work specific to providing claims administration and related services for automobile/general liability [“AL/GL”] and workers’ compensation cases. TPA shall also serve as custodian of loss reserve record (“loss runs”) for both claims and litigation matters. Demonstration of knowledge and experience in the administration and management of AL/GL and workers’ compensation claims from inception to conclusion. This includes, but is not limited to, file opening and investigation, reserve setting and adjustment, liability determination, claim reporting, settlement negotiation, and coordination with litigation counsel and insurance broker of record.
3. (10) References - Prior experience and results on similar projects.
4. (5) Firm’s current client base and workload.
5. (5) Accessibility of those assigned to the project to meet with RTA staff.
6. (20) Price.

Please advise of edits, changes, etc. accordingly.

##### **4.3 CONTRACT AWARD**



(1) The RTA intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The RTA may reject any or all proposals if such action is in the RTA's interest.

(3) The RTA may waive informalities and minor irregularities in proposals received.

(4) The RTA intends to evaluate proposals and award contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The RTA reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The RTA reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The RTA reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the RTA's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the RTA.

(8) The RTA may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the RTA.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the RTA shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

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

## PROPOSAL PRICING RESTRICTIONS

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

### 4.4 OVERHEAD RATES

Contractor will be required to submit an audited overhead rate.

### 4.5 PLACE OF PERFORMANCE

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_\_ **intends**, \_\_\_\_\_ **does not intend** [**check applicable block**] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street  
Address, City, State, County, ZIP  
Code)

---

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Name and Address of Owner and Operator of the  
Plant or Facility if Other than Offeror or  
Respondent

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**ATTACHMENT I**  
**SUPPLIER SUBMISSION CHECKLIST**

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

Letter of Interest\*

Consultant Questionnaire Form\*

Non-Collusion Affidavit\*

Certificate on Primary Debarment \*

Certificate Regarding Debarment– Lower Tier \*

Certification of Restrictions on Lobbying \*

Participant Information Form\*

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

#### INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA’s official web site at:

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

Click on “Vendor Form Library”



**RESPONSE FOR:**

**NEW ORLEANS  
REGIONAL TRANSIT AUTHORITY  
THIRD PARTY ADMINISTRATOR OF AUTOMOBILE/GENERAL  
LIABILITY AND WORKERS' COMPENSATION CLAIMS  
RFP 2024 -028**

Submission: October 10, 2024  
4:00pm



**HAMMERMAN & GAINER, LLC**

**2400 VETERANS MEMORIAL**

**BLVD, STE 510**

**KENNER, LA 70062**

**CANDY DOTTOLO**

**DESIGNATED SIGNATURE**

**AUTHORITY**

**OFFICE: (504) 681-6135**

**EMAIL: [CANDYV@HGI-GLOBAL.COM](mailto:CANDYV@HGI-GLOBAL.COM)**



**Hammerman & Gainer, LLC**

2400 Veterans Memorial Blvd.

Suite 510

Kenner, La 70062

<https://hgi.global>

Office: 504-681-6135, Fax: 504-702-6799

Candy Dottolo

Designated Signature Authority

[candyv@hgi-global.com](mailto:candyv@hgi-global.com)

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**New Orleans Regional Transit Authority**

THIRD PARTY ADMINISTRATOR OF  
AUTOMOBILE/GENERAL LIABILITY AND WORKERS'  
COMPENSATION CLAIMS  
RFP 2024-028

October 10, 2024, 4:00pm

Procurement Department  
2817 Canal Street  
New Orleans, LA 70119

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Administration  
October 4, 2024



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# LETTER OF INTEREST



**Ms. Lona Hankins**  
*Chief Executive Officer*  
New Orleans Regional Transit Authority

**Dear Ms. Hankins:**

It is with great pleasure that we submit this response to your recent:

- **Request for Proposals (RFP)**  
for a Third-Party Administrator (TPA)  
for Automobile Liability / General Liability / Workers' Compensation (AL GL WC) Claims  
for the New Orleans Regional Transit Authority (RTA)

**Hammerman & Gainer, LLC (HGI)** of New Orleans is uniquely qualified to deliver the same exemplary level of professional services that it has provided to the RTA for the past 18 years.

An established and highly-respected organization, HGI is headquartered in Greater New Orleans. In business for more than 95 years, HGI is nationally recognized as the oldest and largest 100% African American-owned third-party administrator (TPA) in the entire United States.

Throughout its nearly two-decade history of service to the RTA, HGI has been 100% owned by **Mr. Larry D. Oney**, a life-long resident of the New Orleans area and an active member of the community. Mr. Oney is committed to keeping HGI locally-owned-and-operated through its upcoming 100th anniversary in business, and beyond.

• **Demonstrated Results:**

Since 2006, HGI has put its vast experience to work in providing full-service risk management outsourcing to the New Orleans Regional Transit Authority (RTA).

Employing a comprehensive claims management approach -- which goes beyond standard claims adjusting services -- HGI has compiled a nearly two-decade track record of achieving favorable results on behalf of the RTA. For instance, HGI has maximized third-party recoveries by including "loss of use values" for damages to RTA owned vehicles, despite not having an internal revenue tracking system allotted to each vehicle (bus/streetcar/paratransit) once they were removed from service.

Through timely investigations of claims and assessment of liability determinations, HGI has negotiated appropriate settlement values for a quick resolution of claims with liability exposures. This process has resulted in a quick turnaround in closing claims.

• **Uniquely Qualified:**

HGI has demonstrated its tangible benefits to the RTA for nearly two decades, and we are poised and positioned to continue serving this vital public transportation agency.

HGI is the only TPA of its kind based in New Orleans, and the only Claims Administrator with a full-service operations office here in Orleans Parish, which is staffed and equipped to perform all essential services required to efficiently and effectively service this contract.

All RTA claims will be administered and serviced out of our New Orleans Claims Office:

- **Hammerman & Gainer, LLC (HGI)**  
3201 General De Gaulle Drive, Suite 207  
New Orleans, Louisiana 70114

• **A Trusted Provider:**

Further evidence of HGI's capabilities as a trusted provider can be found in the longevity of service we have provided to the Cities of Alexandria and Shreveport (22 years, since 2002); the New Orleans Sewerage & Water Board (18 years, since 2006), and the City of New Orleans (13 years, since 2011).

Outside of Louisiana, we have also provided professional services to a number of entities, including the Texas Property & Casualty Insurance Guaranty Association (26 years, since 1998).

• **Giving Back:**

In addition to providing outsourcing services to federal, state, regional, and municipal government agencies nationwide, the management and staff of HGI are also dedicated to community service and philanthropic endeavors, having committed tremendous resources in their efforts to "give back" to the New Orleans region.

This has included actively feeding and clothing the homeless in downtown New Orleans on a weekly basis, and also providing food, basic household goods and cleaning supplies to families displaced by hurricanes, flooding and other weather and environmental events all across the Gulf South.

• **Diversity:**

As one of nation's oldest and largest minority-owned firms -- in continuous service for nearly a century -- HGI fully understands the importance of diversity in today's society and market economy.

For instance, HGI is partnering in this proposal with CBI Managed Care, LLC, a certified State & Local Disadvantaged Business Enterprise (SLDBE) company which specializes in the coordination of management services with Self-Insured Entities (SIE's) and Third-Party Administrators (TPA's). The employees of CBI have more than 40 years of combined experience in providing customized service delivery by disability experts to help reduce claims costs, improve processing efficiencies, and ensure compliance with regulatory requirements.

• **Affirmations:**

HGI affirms this proposal has been arrived at independently and is submitted without collusion to obtain information or gain any favoritism that would in any way limit competition or give unfair advantage over other submitters. The undersigned hereby declares that she has the authority to represent HGI in submitting this proposal and is authorized to contractually bind HGI in all matters relating to this response to the Request for Proposals.

The undersigned declares this Proposal an official offer to undertake this project at the prices quoted in this document and declares that this Proposal represents the services offered by HGI.

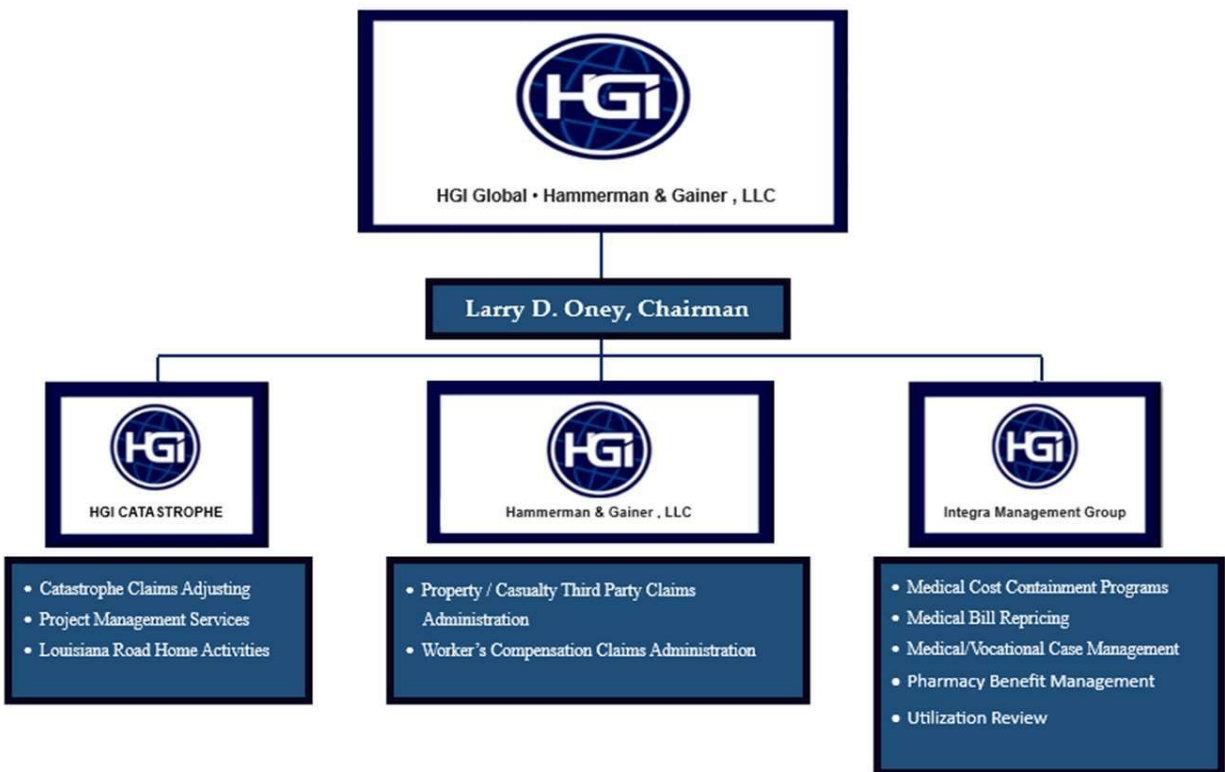
Sincerely,



Candy LeBlanc Dottolo  
Corporate Secretary and  
Designated Signature Authority  
Hammerman & Gainer, LLC (HGI)  
email: candyv@hgi-global.com  
office: (504) 681-6135  
direct: (225) 445-7168  
fax: (504) 522-2524

# OVERALL QUALIFICATIONS – EXPERIENCE AND LICENSING

Founded in 1929 in Austin, Texas, Hammerman & Gainer, LLC (HGI) was incorporated in 1973. We provide personalized local service through our network of regional offices located in Louisiana and Texas. With a strong commitment to customer service and established partnerships with some of the largest brokerage and consulting firms in the country, HGI has built a reputation for excellence. Our goal is to integrate solutions that enable our customers to reduce costs, streamline operations, and operate more effectively.



Upon the successful award of a contract, HGI will administer this program from our New Orleans Claims Office 3201 General De Gaulle Dr. Suite 207 New Orleans, LA 70114. HGI staff is available 24/7/365 to handle on-site investigations. We employ staff that is vested in New Orleans and willing to go beyond the call of duty to handle each potential claim.

HGI utilizes aggressive and experienced claims management staff who understands the importance of responding immediately when notified of a claim. Our claims examiners initiate active investigations within 24 hours of claim assignment. This practice greatly mitigates litigation and reduces overall claims costs.

Our best practices are intended to provide a general framework to help all claim professionals achieve the best overall result on each claim on behalf of the New Orleans RTA. The best result is achieved by pursuing actions and initiatives that mitigate the RTA's exposure, which includes resolving cases expeditiously and economically.

HGI is currently licensed as a TPA in Louisiana and many other states. Please see a copy of our current license in the section labeled "Attachments" beginning page 89.

HGI is a member of the following organizations:

- Louisiana Association of Self-Insured Employers
- Louisiana Association of Business and Industry
- National African American Insurance Association

Refer to the below documents in the back of the proposal in the section labeled "Attachments" beginning on page 89.

HGI certification and licenses:

- Louisiana Secretary of State Good Standing
- Louisiana TPA License
- Insurance Certificate
- Minority Certification - Southern Regional Minority Supplier Certificate

## **HGI Claims Management Team**

### **VANESSA R. JAMES**

*Senior Vice President of Claims*

#### **SUMMARY:**

Vanessa has more than 36 years of broad and comprehensive Third-Party Administration experience. She is an accomplished Property & Casualty Risk Management professional with extensive background in managing projects and overall claims administration.

Throughout her career, she expanded her knowledge which focused on providing sustainable customer service solutions and cost savings in an ever-changing environment using company driven innovations powered by diversity and a consistent record in investing in people, designing systems, and developing processes that deliver specific measurable and reliable outcomes.

#### **EXPERIENCE:**

Hammerman & Gainer, LLC 2000 – Present  
*Senior Vice President of Claims*

James is responsible for management of all daily operations, strategic planning and directing the claims administration process, client risk management, business process outsourcing and overall program management services.

Louisiana Restaurant Association 1999 – 2000  
*Account Executive*

Creative Risk Controls 1998 – 1999  
*Manager Trainee*

Crawford & Company 1994 – 1998

James received her initial claims handling experience with this national Third-Party Administration firm.

F.A. Richard & Associates 1992 – 1994  
*Claims Adjuster*

Throughout her work, James presents skills such as Complex Claims and Litigation Management, Loss Control & Safety Management, Independent File Review and Claim Audits, Best Practices Claims Models, Client Services Training Manuals, Return to Work Programs, Cost Savings

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Administration  
October 4, 2024

Solutions, Structured Settlements and Medicare Set Asides. Claims experience includes workers' compensation, auto/general liability including commercial, products liability, long shore & harbor, maritime and medical malpractice claims.

James has held positions on several committees. She was Board of Director (Treasurer) for the New Orleans Regional Black Chamber of Commerce (2018-2021), Board of Director (Secretary) for the McDonnell Square Condominium Association (2020-2021), and past Board of Director for the National African American Insurance Association (2003-2005).

**EDUCATION:**

University of New Orleans  
Master of Business Administration  
Bachelor of Science, Business Administration and Management

**LICENSES:**

Comprehensive Claims Adjuster including Workers' Compensation, Automobile / General Liability, Property & Casualty Producer, Life Producer (336425)  
LASIE Certified Workers' Compensation Professional - CWCP  
LA Department of Insurance as an approved Provider for Continuing Education (CE) instructional courses (license renewals) for Adjusters and Producer



**Louisiana Department of Insurance**  
**Timothy J. Temple**  
**Commissioner**

Run: 04/09/2024 2:36 PM

**VERIFICATION OF LICENSE STATUS**

**License Number:** 336425  
**Name:** Vanessa Rena James  
**NPN:** 7996658  
**Mailing Address:** 26 Pinehurst Drive  
 New Orleans, LA 70131  
  
**Business Phone:** (504) 450-2986  
**Trade Name(s):**  
**Residency:** Resident

**Lines of Authority**

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Property & Casualty	06/30/2007	09/30/2025	Active
Workers Comp	01/13/2017	09/30/2025	Active

**Lines of Authority**

Producer			
Authority	Effective Date	Valid Through	Status
Casualty	11/09/2006	09/30/2025	Active
Life	02/16/2009	09/30/2025	Active
Property	11/09/2006	09/30/2025	Active

**Company Appointments**

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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**Affiliations**

Name	Position	Effective Date
Hammerman & Galner, LLC	Adjuster	12/27/2012



## **Lori Bailey**

*Supervisor*

### **SUMMARY:**

Lori Bailey has more than 35 years of experience in the Claims Industry. She has a long history of claims handling and management. She can assist companies in maintaining a high standard of expertise and exceeding company goals.

### **EXPERIENCE:**

Hammerman & Gainer, LLC  
*Worker's Compensation Claims Supervisor*

2024 – Present

As a Worker's Compensation Claims Supervisor for HGI, Lori provides monetary approval authority up to assigned authority level. She maintains selected files on personal diary including all files reserved over \$50,000, all subrogation files, all files with delayed or denied benefits, all files formally assigned to the SIU, and all files with unresolved coverage issues. Upon request or in accordance with the applicable claims handling contract, she provides all information, reports, records, logs, and other information our clients may require. She provides ongoing advice, mentoring, coaching, counseling, and performance feedback to all personnel in the assigned unit. Lori is responsible for assuring that all claims are handled in accordance with applicable statutes and company rules. She deals quickly and decisively with personnel issues as they arise and keeps the manager informed with regards to the need for or the progress of any corrective action activities. Lori exhibits a knowledgeable and helpful attitude and projects a professional image on behalf of the company. She identifies and develops at least one individual to serve as supervisor backup. Lori performs claim reviews on all open files every 45 days of the open inventory of each claims adjuster for the purpose of validating the accuracy and completeness of the claims management process as well as to identify opportunities for improving the process as well as the claim result. She is responsible for insisting upon a spirit of teamwork and cooperation between claims personnel in the assigned unit and the personnel of other departments. Lori has a working knowledge of the Labor Code of the State of Louisiana as it pertains to workers' compensation claims and the legal requirements for handling them.

Strategic Comp Services/Great American Insurance  
*Senior Claims Manager*

2012 – 2023

As a Senior Claims Manager with Strategic Comp Services/Great American Insurance, Lori managed a team of 7 adjusters consisting of 4 field adjusters, 2 inside lost time adjusters and 1 medical only adjuster. She oversaw the handling of state workers' compensation for Louisiana, Mississippi, and USL&H (Longshore Federal Act) claims. She previously managed Arkansas claims for 10 years with an additional 3 adjusters on my team and managed TX claims for 7 years with an additional 3 adjusters for a total of 12 on my team for those years. Her responsibilities included direction, leadership, coaching and training of subordinates. She inspired others to high performance standards. She ensured that exceptional customer service is provided to external

customers. Lori articulated and applied reserving philosophy and reporting guidelines. Lori ensured that staff met all internal and external audits.

Gallagher Basset Services, Inc. 2008 – 2012  
*Branch Manager*

As a Branch Manager with Gallagher Basset Services, Inc., Lori’s responsibilities included managing a staff of 24 employees consisting of supervisors, adjusters, and clerical staff. She oversaw the management of workers’ compensation claims for Louisiana, Mississippi, USL&H, Jones Act along with General Liability and Auto claims. Lori was responsible for auditing staff and reporting to upper management and clients and preparation and participation in partnership meetings with clients and brokers.

Gallagher Basset Services 2006 – 2008  
*Worker’s Compensation Manager*

As a Worker’s Compensation Manager with Gallagher Basset Services, inc., Lori’s responsibilities included supervising a team of 12 employees consisting of adjusters and clerical staff handling Louisiana, Mississippi, USL&H and Jones Act claims.

Gallagher Basset Services 2002 – 2006  
*Sr. Claims Specialist*

As a Sr. Claims Specialist with Gallagher Basset Services, inc., Lori managed a caseload of workers’ compensation claims from start to finish for Louisiana, Mississippi, USL&H and Jones Act claims.

LWCC 2000 – 2002  
*Sr. Claims Examiner*

City of Baton Rouge/Office of Risk Management 1999 – 2000  
*Claims Examiner*

Cunningham Lindsey 1998 – 1999  
*Senior Claims Representative*

Summit Consulting 1992 – 1996  
*Claims Adjuster*

Risk Management Inc. 1988 – 1992  
*Claims Adjuster*

**LICENSE:**

Louisiana Adjuster (No. 308665)



**Louisiana Department of Insurance**

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**Timothy J. Temple  
Commissioner**

**VERIFICATION OF LICENSE STATUS**

**License Number:** 308665  
**Name:** Lori Ann Owens  
**NPN:** 7899426  
**Mailing Address:** 14058 Highway 421  
Saint Francisville, LA 707757160  
**Business Phone:** (225) 268-6888  
**Trade Name(s):**  
**Residency:** Resident

**Lines of Authority**

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Workers Comp	07/07/2017	08/31/2025	Active

**Lines of Authority**

Producer			
Authority	Effective Date	Valid Through	Status
Accident and Health or Sickness	10/07/2003	04/30/2006	Cancelled
Life	10/07/2003	04/30/2006	Cancelled

**Company Appointments**

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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**Affiliations**

Name	Position	Effective Date
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## **Michelle Brown**

*Return to Work Coordinator*

### **SUMMARY:**

Michele Brown is an accomplished professional with experience in managed care and disability programs. As Vice President of CBI Managed Care, LLC, she designed comprehensive managed care programs and coordinated services for employers, veterans, and re-entry individuals. Previously, Michele held leadership roles at Hammerman & Gainer and CBI Insurance & Care Management, where she managed workers' compensation programs and developed strategies for cost-effective return-to-work initiatives. She holds a Master's in Rehabilitation Counseling and is a Certified Rehabilitation Counselor (CRC) and Licensed Rehabilitation Counselor (LRC).

### **EXPERIENCE:**

CBI Managed Care, LLC 2021- Present  
*Managed Care Vice-President*

Vice President of CBI Managed Care, a minority, Disabled Veterans owned and operated business enterprise, specializing disability and managed care Programs. Designs comprehensive Managed Care programs for Employers, Self-Insureds and Third- Party Administrators. Programs involving; Transitional Duty, Return-to-Work, Re-entry (incarcerated individuals) and Veterans Re-employment. Develop/coordinate and evaluates Worker's Compensation services to include: Bill Review, Medical Case Management, Vocational Rehabilitation, Utilization Review and Cost Containment. Collaborate with local, state, federal and community resources to develop employment/placement opportunities. Provided expert testimony as required to substantiate reports and/or vocational service delivery.

Hammerman & Gainer 2012-2021  
*Workers Compensation Managed Care Program Manager*

Coordination and administration of comprehensive workers' compensation program to assist Third Party Administrator in obtaining information to determine compensability for workers' compensation benefits. Facilitated Cost effective Return-To-Work strategies Worked with Safety Management departments to support prevention programs. Supervised Vocational, Case Management, Utilization Review, and office management staff.

CBI Insurance & Care Management 1995-2012  
*President/Operations Manager*

Developed, implemented, and reviewed operational policies and procedures to oversee budgeting, reporting, planning, and evaluation/auditing programs. Supervision of Personnel responsible for

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October 4, 2024

Case Management, Vocational Rehabilitation Cost Containment Programs. Developed/implemented/evaluated individualized employer Return-To-Work, Transitional Duty Programs. Designed/implemented Veterans Disability Employment Programs. Provided worksite evaluations to determine job modifications/ergonomic enhancements. Collaborated with Multidisciplinary team members (Physician, Physical Therapist, Counselors, etc.) to develop comprehensive treatment methods.

**EDUCATION:**

- Edinboro University of PA- Master of Arts- Rehabilitation Counseling
- Edinboro University of PA- Bachelor of Science- Social Work

**LICENSE/CERTIFICATION:**

- Certified Rehabilitation Counselor (CRC# 19480)
- Licensed Rehabilitation Counselor (LRC# 615)

**CONTINUING EDUCATION:**

- 2022-Introduction to Employee Assistant Programs (6 hrs.)
- 2022- Online Counseling and Therapy (3 hrs.)
- 2022- Ethnics for Counselors (6 hrs.)
- 2022- Human Trafficking and Exploitation
- 2021-Medical Aspects of Disability (10 hrs.)
- 2021- The Social Security Expert (5 hrs.)
- 2021- Counseling Unemployed Clients (3hrs.)
- 2021-Family and Medical Leave: Law, Health Care and Social Service (6 hrs.)

Card with straight corners



 **LRC Licensing Board**  
This is the certify that  
**Michele\* Brown**  
is licensed as a Vocational Rehabilitation Counselor  
in the State of Louisiana  
#615  
Expiration Date: July 31, 2025

Card with rounded corners



 **LRC Licensing Board**  
This is the certify that  
**Michele\* Brown**  
is licensed as a Vocational Rehabilitation Counselor  
in the State of Louisiana  
#615  
Expiration Date: July 31, 2025

## **Laurien Reeves**

*Nurse Case Manager*

### **SUMMARY:**

Laurien is a dynamic and results-driven professional with a proven ability to excel in fast-paced environments. With 21 years of experience, Laurien consistently drives improvements in efficiency and process optimization. Known for her strong leadership, problem-solving skills, and exceptional communication, Laurien has a track record of delivering high-quality results while exceeding organizational goals.

### **EXPERIENCE:**

Hammerman & Gainer, LLC  
*Nurse Case Manager*

2024 - Present

As a Nurse Case Manager at HGI, Laurien provides comprehensive medical case management through both in-person and telephonic communication with patients, physicians, healthcare providers, and employers. She conducts thorough assessments of injured workers' medical and employment status, evaluating treatment plans for medical necessity, cost-effectiveness, and appropriateness for a timely return to work. Leveraging her nursing expertise, she collaborates with physicians to explore alternate treatment options and implements care plans, including securing necessary medical equipment and services. Her role involves regular travel to meet patients' needs, ensuring ongoing support and coordination across various healthcare and legal settings. Through her proactive management, Laurien ensures quality care and efficient recovery outcomes for injured workers.

Current Genex Services (Enlyte)  
*Telephonic Medical Case Management*

2023 – 2024

In her role at Genex Services, Laurien managed telephonic medical case management for employees with work-related injuries, ensuring clear communication among all parties involved in the rehabilitation process. She conducted thorough assessments of injured workers' medical conditions, including their medical history, current symptoms, and diagnostic tests. Educating employees on their injuries, treatment options, and recovery expectations was a key focus for Laurien, who also coordinated necessary medical appointments, tests, and referrals. She developed and implemented comprehensive treatment plans tailored to each injured worker's needs and regularly evaluated case goals based on patient improvement and treatment effectiveness. Laurien reviewed medical treatments and services to ensure alignment with evidence-based guidelines and fostered cooperation among all parties to promote successful

rehabilitation. She maintained accurate documentation of all case management activities, including assessments, treatment plans, communications, and outcomes.

HealthComp (Previously Gilsbar)

2021 – 2023

*Telephonic Medical Case Management*

At HealthComp, Laurien coordinated care services and developed patient treatment plans for catastrophic cases, managing both long- and short-term cases per established guidelines and industry standards. She conducted thorough assessments of patients' physical, psychosocial, emotional, and financial needs, collaborating with caregivers and healthcare providers to establish achievable treatment goals. Laurien monitored interventions and evaluated treatment effectiveness, reporting measurable outcomes to demonstrate efficacy. Advocating for patients to ensure quality care delivery, she aimed to reduce overall costs while providing emotional support and guidance to patients and their families. Laurien met daily productivity requirements while negotiating and implementing cost management strategies reflected in case management reviews. She maintained comprehensive documentation of case-managed patients in compliance with HIPAA regulations.

CoreCare Management

2017 - 2021

*Utilization Review/Medical Case Management*

Laurien coordinated utilization reviews for Louisiana Workers' Compensation cases and provided telephonic case management and nurse consulting on medical and lost-time injury files. She conducted medical record reviews and summaries, triaging care for injured workers and coordinating necessary medical care. Laurien assisted with hospital bill reviews and provided quarterly quality assurance reports while analyzing outcomes and resolving account-related issues.

Hammerman & Gainer, LLC

2014 – 2017

*Utilization Review/Medical Case Management*

Managed medical cases for employees with work-related injuries by conducting detailed medical record reviews and coordinating inpatient and outpatient care. She provided consulting and review for files pending legal settlements, ensuring appropriate medical management and treatment approvals.

Southern Surgical Hospital

2010 - 2014

*Pre-Admit, Pre-Op, Phase 2 Recovery Nurse*

At Southern Surgical Hospital, Laurien managed a high patient census with rapid turnover, conducting telephone triage, appointment scheduling, and patient referrals. She provided pre- and postoperative care and education for various conditions and procedures.



Doctor's Hospital 2005 - 2010  
*Perioperative, PACU, M/S, Case Management*

During her tenure at Doctor's Hospital, Laurien delivered pre- and postoperative care and education, ensuring coordination of patient acuity and care with third-party payers and collaborative discharge planning.

Methodist Hospital 2005 - 2005  
*Medical ICU*

Laurien provided comprehensive care and education for critical care patients and their families, collaborating on care planning and transitions.

Mercy Hospital 2003 – 2005  
*Transplant ICU, M/S*

In her position at Mercy Hospital, Laurien offered comprehensive pre- and postoperative care for renal, hepatic, and pancreas transplant patients.

**EDUCATION:**

William Carey College 2003

Bachelor of Science - Nursing  
Outstanding Clinical Performance Medical/Surgical Nursing  
Outstanding Clinical Performance Labor and Delivery Nursing

Louisiana State University 1998

Bachelor of Arts – Communications Disorders and Sciences  
Minor - Psychology

**LICENSES:**

Louisiana Registered Nurse Licensure Compact (NLC) – Active (expiration 05/31/2026)  
California Registered Nurse Licensure – Active (expiration 02/25/2025)  
Certified Case Manager (CCM) – Active (expiration 05/31/2026)

**COMMUNITY SERVICE:**

National Association of Junior Auxiliaries – Lifetime Member



**Louisiana State Board of Nursing**  
Primary Source License Verification

## Report

Primary Source Board of Nursing Report Summary for

### LAURIEN REEVES

Tuesday, October 08 2024 10:05:49 AM

*For a more accurate search, select Search by License Number or Search by NCSEB ID above. Partial name searches are accepted*

*This report is not sufficient when applying to another board of nursing for licensure. Use the [Nurse License Verification](#) service to request the required verification of licensure.*

[Contact the board of nursing for details about the Nurse Practice Act.](#)

*For further information about requesting public record [disciplinary information](#)*

#### Temporary Permits and Permanent Licenses (Post-NCLEX) or Approval to Enroll or Progress in Undergraduate Clinical Nursing Courses (indicated by "Student Clinic")

Name on License	License Type	License Number	License Status	Original Issue Date	Current Expiration Date	Compact Status	Discipline
REEVES, LAURIEN LEAKE	RN	RN106914	Active	05/19/2003	01/31/2025	Multistate	NO

#### New Grad Permits (Pre-NCLEX) indicated by License Type of "RN" Student Clinical Credential indicated by License Type of "Student Clinic"

Name on License	License Type	License Number	License Status	Original Issue Date	Current Expiration Date	Compact Status	Discipline
REEVES, LAURIEN LEAKE	RN	EX040532	Inactive	02/25/2003	05/14/2003	N/A	NO

#### Primary Source Board of Nursing Messages & Notifications

- This Temporary License is issued until the applicant meets all of the licensure requirements for a Permanent License.

#### License type information

- **RN:** Registered Nurse
- **PN:** Practical Nurse (aka Licensed Practical Nurse (LPN), Vocational Nurse (VN), Licensed Vocational Nurse (LVN))
- **CNP:** Certified Nurse Practitioner
- **CNS:** Clinical Nurse Specialist
- **CNM:** Certified Nurse Midwife
- **CRNA:** Certified Registered Nurse Anesthetist

- **Student Clinic:** Student Clinical

**Nurse Licensure Compact (NLC) information**

- **Multistate licensure privilege:** Authority to practice as a licensed nurse in a remote state under the current license issued by the individual's home state provided both states are party to the Nurse Licensure Compact and the privilege is not otherwise restricted.
- **Single state license:** A license issued by a state board of nursing that authorizes practice only in the state of issuance.
- [More information about the Nurse Licensure Compact \(NLC\)](#)

## **Lynn Poret**

*Worker's Compensation Specialist*

### **SUMMARY:**

Lynn Poret is an accomplished claims professional with 35 years of claims administration and investigation work for large insurance companies and Third-Party Administration. Her multi-state experience involves Worker's Compensation, General Liability, Production Liability, Homeowners, Automobile, and Garage Keepers Liability in Louisiana, Mississippi, Texas, Arkansas, and Alabama.

### **EXPERIENCE:**

Hammerman & Gainer, LLC

2016 – Present

*Senior Claims Adjuster/Supervisor*

Ms. Poret administers workers' compensation claims for the Orleans Parish School Board, the Regional Transit Authority, the Orleans Parish Sewage and Water Board, and St. James Parish School Board, maintain a workload of 100 lost time files in conjunction with handling medical only files. Poret's task included orientation and training for medical only adjusters and supervising other claims staff within the department. Poret coordinates the use of physicians, medical case managers, rehabilitation consultants, medical testing and diagnostics, attorneys, private investigators, medical transportation, and outside adjusters. She additionally developed a procedure for 3-point contact between adjuster, claimant, and physician within 24 hours of accident notification. This allows coordination of treatment with the treating physician from the onset, reducing ultimate medical/claim costs. She continues to stress the importance of and monitor use of Post Hire Medical Questionnaire and Medical Release forms in order to pursue recovery from Louisiana's Second Injury Fund. Direct Fraud investigations and information procurement on suspicious letters.

Risk Management Services, LLC

1995 – Present

*Senior Claims Adjuster/Supervisor*

Poret administers workers' compensation claims for the Louisiana Health Care Self Insurance Fund, maintaining a workload of 110-115 loss time files in conjunction with handling medical only files.

Self-Insurer's Service Bureau

1992 –1994

*Senior Claims Adjuster*

She processed loss time and medical only claims from beginning through conclusion for the Louisiana Nursing Home Self Insurance Fund and the Louisiana Restaurant Association Self Insurance Fraud.

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October 4, 2024

Statewide Auto Insurance (General Agency for Old Hickory Insurance Company) 1989 –1992  
*Claims Manager/ Litigation Specialist*

Lynn Poret was responsible for all litigated claims including trial appearances. She verified coverage, processed claims from beginning to conclusion, and personally investigated claims and/or oversaw the use of outside investigators. She oversaw the use of an outside adjuster, if necessary.

American Mutual Insurance Company 1978 –1989  
*Senior Claims Adjuster/Supervisor*

In this position, Lynn Poret was primarily responsible for General Liability claims in Louisiana, Mississippi, Texas, Arkansas, and Alabama including but not limited to Worker’s Compensation, General Liability, Product Liability, Errors, and Omissions for nursing homes and hotels, Owners, Landlords, and Tenants coverage, Premises and Operations, Automobile (medical, uninsured, underinsured, excess coverage, bodily injury, and property damage), garage Keepers Liability, Homeowners, Marine, and all coverage for a major shipyard. She supervised staff of two inside adjusters, four outside adjusters and two clericals while maintaining a case load of approximately 280 files. Additionally, Poret notified Loss Control when unsafe conditions or safety measures identified through the claims process needed attention. She pulled risk files to verify coverage for any and all liability claims.

**CERTIFICATIONS/TRAINING:**

Insurance Institute of America / CPCU Studies  
Boston Tech – Principles of Insurance 1, 2, 3 1986 – 1989  
LABI Seminars  
License Adjuster (No. 726649)



**Louisiana Department of Insurance**  
**Timothy J. Temple**  
**Commissioner**

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**VERIFICATION OF LICENSE STATUS**

**License Number:** 726649  
**Name:** Lynn Ellen Poret  
**NPN:** 18361555  
**Mailing Address:** 1010 Common Street  
New Orleans, LA 70112  
**Business Phone:** (504) 702-6817  
**Trade Name(s):**  
**Residency:** Resident

**Lines of Authority**

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Workers Comp	03/23/2017	07/31/2025	Active

**Company Appointments**

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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**Affiliations**

Name	Position	Effective Date
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## **Danielle Cabrian**

*Worker's Compensation Specialist*

### **SUMMARY:**

Danielle Cabrian has experience in the Claims Industry with more than 9 years of experience. She is currently working in the Worker's Compensation Industry.

### **EXPERIENCE:**

Hammerman & Gainer, LLC

2024 – Present

*Worker's Compensation Claims Adjuster*

As a Claims Adjuster for HGI, Danielle investigates claims as reported and determines injured workers' eligibility for workers' compensation benefits. Throughout the process, Ms. Cabrian maintains contact with the injured worker and medical professionals concerning the status of the injury and plans for treatment. She administers indemnity and medical benefits for valid workers' compensation claims and manages the progression of the claim's process through collaboration with employers, physicians, nurses, attorneys, and other parties as needed. In addition, she performs all file handling within state statutes, client claims handling guidelines, and best practices. Ms. Cabrian determines if subrogation exists and takes the steps necessary to initiate recovery efforts. She assesses settlement decisions and opportunities and is present at mediations.

CCMSI

2023 – 2024

*Senior Claims Specialist*

As a Senior Claims Specialist, Danielle investigated and adjust worker's compensation claims in accordance with established claims handling procedures to determine compensability. She calculated and issued indemnity to claimant's when warranted. Reviewed medical, legal, and miscellaneous invoices to determine if reasonable and related to the ongoing worker's compensation claims and negotiated any disputed bills for resolution. She assisted in selection and supervision of defense attorneys. Prepared settlement evaluations and negotiated same with claimants and plaintiff attorneys to bring claims to resolution and reduce future financial exposure. Assess and monitor subrogation claims for resolution and recovery. Prepared timely excess carrier reports detailing claim events and action plans to bring claims to resolution and reduce future exposure. Adhere to all client instructions regarding vendor management and client preferred providers and policies.

CORVEL

2021 – 2023

*Claims Representative*

As a Claims Representative, Danielle's responsibilities included investigating State, Long Shore, and Jones Act claims for coverage and compensability in accordance with established claims handling procedures and best practices. She calculated and issued indemnity payments to claimant's when warranted. Determine action plan to best limit exposure and brings claims to resolution. Prepared settlement evaluations and negotiate same with claimant's and plaintiff

attorney within my desk authority. Assess and monitor subrogation and second injury fund potential for resolution and recovery. Prepared timely excess carrier reports detailing events and plans of action to bring claims to resolution. Review medical, legal, and other miscellaneous invoices to determine if reasonable and related to the ongoing worker's compensation claims.

CCMSI

2015 – 2021

*Claims Representative II*

Investigate and adjust worker's compensation claims in accordance with established claims handling procedures to determine compensability. Calculate and issue indemnity to claimant's when warranted. Review medical, legal, and miscellaneous invoices to determine if reasonable and related to the ongoing worker's compensation claims and negotiate any disputed bills for resolution. Assist in selection and supervision of defense attorneys. Prepare settlement evaluations and negotiate same with claimants and plaintiff attorneys to bring claims to resolution and reduce future financial exposure. Assess and monitor subrogation claims for resolution and recovery. Prepare timely excess carrier reports detailing claim events and action plans to bring claims to resolution and reduce future exposure. Adhere to all client instructions regarding vendor management and client preferred providers and policies.

General Accounting Manager

2005 – 2015

*Chalmette Electric / LeBlanc Electric*

Operate computers programmed with accounting software to record and analyze financial information. Check financial figures and documents for correct entry, mathematical accuracy, and proper coding. Classify, record, and summarize financial data for ongoing financial reports. Report to management regarding the company's financial status. Manage and process payroll for all employees. Develop, implement, modify, and document recordkeeping and accounting systems making use of current computer technology.

## **LICENSE:**

Louisiana residential adjuster license (No.812787)

Mississippi nonresident independent adjuster license (No. 10735535)





**Louisiana Department of Insurance**  
**Timothy J. Temple**  
**Commissioner**

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**VERIFICATION OF LICENSE STATUS**

**License Number:** 812787  
**Name:** Danielle Cabiran  
**NPN:** 18980441  
**Mailing Address:** 3510 N Causeway Blvd Ste 400  
Metairie, LA 700023531  
**Business Phone:** (504) 620-8940  
**Trade Name(s):**  
**Residency:** Resident

**Lines of Authority**

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Workers Comp	11/20/2018	12/31/2025	Active

**Company Appointments**

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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**Affiliations**

Name	Position	Effective Date
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## Caprice Kaiser

*Worker's Compensation Specialist*

### SUMMARY:

Caprice Kaiser has more than 24 years of overall Claims Adjusting experience as well as over 10 years handling Workers' Compensation (WC) claims for Self-Insured and Third-Party Administrators. In her years of work, she developed strong administrative, interpersonal, and customer service skills. She also developed the ability to prioritize and manage multiple tasks in a fast-paced environment using software such as Microsoft word and Excel. Her career objective is to secure a challenging position with a dynamic company that utilizes her skills and experience, while also offering a potential for growth.

### EXPERIENCE:

Hammerman & Gainer, LLC  
*Claims Adjuster*

2013 – Present

As a Claims Adjuster for HGI, Caprice Kaiser investigates claims as reported and determines injured workers' eligibility for workers' compensation benefits. Throughout the process, Kaiser maintains contact with the Injured Worker and the medical professionals concerning the status of the injury and plans for treatment. She administers indemnity and medical benefits for valid workers' compensation claims and manages the progression of the claim's process through collaboration with employers, physicians, nurses, attorneys, and other parties as needed. In addition, she performs all file handling within state statutes, client claims handling guidelines, and best practices. Kaiser determines if subrogation exists and takes the steps necessary to initiate recovery efforts. She assesses settlement decisions and opportunities and is present at mediations.

Divine Inspiration, PCA  
*Direct Service Worker*

2013 – 2013

As a Direct Service Worker for Divine Inspiration, PCA, Kaiser sat with clients, ran errands, assisted clients to doctor appointments, monitored taking of medications.

CCMSI

2009 – 2012

*Medical Claims Adjuster/Clerical-LA & MS Worker's Compensation Claims*

As a Medical Claims Adjuster for CCMSI, Kaiser managed medical treatment and monitored bill payment and subrogation SIF claims. She filed and scanned incoming mail and faxes, sent closed files to storage, and opened and coded incoming mail.

CCMSI

2002 – 2009

*Claims Adjuster*

As a Claims Adjuster for CCMSI, she was involved in Louisiana State Workers' Compensation claims, evaluation, investigation, litigation, and settlement.

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October 4, 2024

RSKCO  
*Clerical Medical Only Claims Adjuster*

1997 – 2002

As a Clerical Medical Only Claims Adjuster for RSKCO, Kaiser was involved in Louisiana and Mississippi Workers' Compensation Claims, set-up, managed medical, and monitored disputed bills.

Tulane Federal Credit Union  
*Customer Service/Clerical*

1996 – 1997

As Kaiser worked in customer service/clerical work for Tulane Federal Credit Union, she processed loan applicants, evaluated credit reports, prepared daily bank deposits, and posted payments to accounts.

**EDUCATION:**

University of New Orleans, New Orleans, LA

**LICENSE:**

Louisiana Adjuster (No. 730361)



**Louisiana Department of Insurance**  
**Timothy J. Temple**  
**Commissioner**

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**VERIFICATION OF LICENSE STATUS**

**License Number:** 730361  
**Name:** Caprice P Kaiser  
**NPN:** 15563342  
**Mailing Address:** 3201 Gen. DeGaulle Drive  
 Suite 207  
 New Orleans, LA 70114  
**Business Phone:** (504) 702-6814  
**Trade Name(s):**  
**Residency:** Resident

**Lines of Authority**

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Workers Comp	04/25/2017	10/31/2025	Active

**Company Appointments**

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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**Affiliations**

Name	Position	Effective Date
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## **Cora Johnson**

*WC Medical Only Adjuster*

### **SUMMARY:**

Cora Johnson has more than 17 years of Claims Adjusting experience with Hammerman and Gainer, LLC, including working on the City of New Orleans Workers' Compensation Claims Administration Program from 2012 – 2016 and working on the workers' compensation claims programs for the other clients out of the New Orleans office.

### **EXPERIENCE:**

Hammerman & Gainer, LLC  
*Claims Adjuster, CWCP*

2006 – Present

Johnson's evaluates claims for payment of various workers' compensation benefits, approves or denies claims as appropriate, initiates payment actions and makes adjustment to fund reserves, investigates claims for compensability, potential subrogation and possible fraud, conducts activity checks and other reviews on permanent injury or death claims or on disputed claims, obtains recorded statements and other evidence, documents results of examination or investigation, and requests outside investigations, surveillance or other actions as needed.

She also advises medical providers, claimants and others on rules, procedures, policies, and laws concerning worker's compensation; authorizes or denies medical or dental treatments, surgery, medical equipment, training, or other services. Since her tenure at HGI, she has acquired all the skills necessary to aggressively investigate claims, provide coverage analysis, determine compensability, and control the medical aspects of the claims as per the Louisiana Workers' Compensation Statutory guidelines. Additionally, Johnson has successfully completed his training to receive his Certified Worker's Compensation Professional (CWCP) designation.

Lofton Staffing Service  
*Personnel Supervisor/Payroll Clerk*

2003 - 2006

Johnson was responsible scheduling appointments for client interviews, inside sales, cold calls for new accounts, clerical and industrial placements, processing weekly payroll of 100+ employees, overseeing multiple phone and heavy public contact. She also screened and conducted daily interviews on new hire employees, processed drug tests, background checks and motor vehicle reports; Maintained records on employees' files; manage yearly vacation reports and safety bonuses; and assisted with workers' compensation claims, including completing reports, attending unemployment hearings, and conducting semi-annual work sites safety inspections.

Regions Bank 1997 - 2001

*Morgan Keegan Investments* 1999 – 2001  
*Sales Assistant*

Johnson was an investment sales assistant responsible for assisting branch personnel and customers with investment transactions. She also kept records of new accounts, conducted cold calls, and performed additional research. She managed the daily functions of the broker reports, monitor daily transaction reports, verified status of daily deposits and customers' accounts, called customers within the required IRS deadline on mature annuity and CD accounts; Facilitated quarterly branch meetings to ensure that branch personnel complied with policies and procedures of investment FDIC laws; And develop new customers by negotiating higher interest rates than other financial institutions.

*Customer Service Representative* 1997 – 1999

Johnson assisted bank customers with opening new accounts including checking, savings, certificates of deposits, and individual retirement accounts. Processed and closed consumer loans and provided support for the company's sales efforts. Assisted in daily branch operations such as balancing the vault, shipping, and receiving money from the Federal Reserve, and scheduled and monthly audits, assisted in teller balancing, and operator teller window as needed. Responsible for customer account maintenance, balancing and replenishing the ATM, collecting on return items, and balancing cash item differences.

**LICENSES:**

State of Louisiana Workers' Compensation Adjuster License (No. 726812)



**Louisiana Department of Insurance**  
**Timothy J. Temple**  
**Commissioner**

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### VERIFICATION OF LICENSE STATUS

**License Number:** 726812  
**Name:** Cora Johnson  
**NPN:** 18363652  
**Business Address:** 3201 General DeGaulle Dr. Suite 207  
New Orleans, LA 70114  
**Business Phone:** (504) 681-6147  
**Trade Name(s):**  
**Residency:** Resident

#### Lines of Authority

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Workers Comp	03/24/2017	03/31/2026	Active

#### Company Appointments

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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#### Affiliations

Name	Position	Effective Date
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**Melvina McCoy**  
*Senior Liability Claims Adjuster*

**SUMMARY:**

Melvina has more than 30 years of experience in the Claims Industry. She has worked with Hammerman & Gainer, LLC as a Claims Adjuster for more than a decade.

**EXPERIENCE:**

Hammerman & Gainer, LLC  
*General Liability Claims Adjuster* 2006 – Present

As a Claims Adjuster with HGI, Melvina McCoy investigates insurance claims and determines policy compliance with state and federal guidelines. In addition, she provides necessary support for effective review, research, and investigation of liability claims. She collects and compiles statistics to assist supervisors in conducting detailed liability investigations, and acts as a liaison between liability clients, attorneys, and injured workers. Melvina negotiates claims settlements and oversees that claims are paid out to policyholders.

Creative Risk Controls 2001 – 2006  
*Senior Claims Adjuster*

As a Senior Claims Adjuster with Creative Risk Controls, Melvina was responsible for managing cases of General Liability, Legal, Worker’s Compensation, and Auto Liability cases for the Regional Transit Authority.

Harbor Claims Services 1999 – 2001  
*Senior Claims Representative*

As a Senior Claims Representative at Harbor Claims Services, Melvina handled third party property damage and bodily injury claims, attorney representative filed, and litigation files.

Lyndon Property 1998 – 1999  
*Independent Claims Adjuster*

As an Independent Claims Adjuster at Lyndon property, Melvina specialized in third party property damage and bodily injury claims.

Southern United Fire Insurance Co. 1997 – 1998  
*Senior Claims Adjuster*

As a Senior Claims Adjuster at Southern United Fire Insurance Co., Melvina handled first party losses, third party property damage and bodily injury claims.



Allstate Insurance Company 1996 – 1997  
*Independent Claims Adjuster*

As an Independent Claims Adjuster at Allstate Insurance Company, Melvina handled bodily injury claims, attorney representative files and outside field investigations.

Aetna Insurance Company 1995 – 1996  
*Contract Adjuster*

As a Contract Adjuster at Aetna Insurance Company, Melvina handled bodily injury claims.

Louisiana Guaranty Association (LIGA) 1989 – 1995  
*Senior Claims Adjuster*

As a Senior Claims Adjuster at Louisiana Guaranty Association, Melvina handled litigation, personal, bodily injury, and commercial claims.

Fireman’s Fund Insurance Company 1972 – 1989  
*Claims Adjuster*

As a Claims Adjuster at the Fireman's Fund Insurance Company, Melvina handled first and third-party property damage and subrogation claims.

**EDUCATION:**

Southern University  
2 ½ years of college toward elementary education

Spencer Business College  
1 year of computer science

**CERTIFICATION:**

Fireman’s Fund claims adjuster training program certificate  
Louisiana Adjuster (No. 432104)



**Louisiana Department of Insurance**  
**Timothy J. Temple**  
**Commissioner**

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**VERIFICATION OF LICENSE STATUS**

**License Number:** 432104  
**Name:** Melvina Elaine McCoy  
**NPN:** 9434169  
**Business Address:** 1980 W Main St Litcher, LA 70071  
  
**Business Phone:** (225) 869-6018  
**Trade Name(s):**  
**Residency:** Resident

**Lines of Authority**

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Property & Casualty	06/30/2007	08/31/2026	Active

**Company Appointments**

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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**Affiliations**

Name	Position	Effective Date
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## **Scott M Darrah**

*Senior Liability Claims Adjuster*

### **SUMMARY:**

With over 29 years of experience in property and casualty claims, Scott is a seasoned Senior Claims Adjuster skilled in handling complex commercial auto liability and general liability claims. He is adept at overseeing high-volume claims processes from inception to completion, including field risk surveys, investigations, and large-scale property damage assessments following natural disasters. Scott has extensive experience working with multiple carriers, conducting fraud investigations, and ensuring compliance with National Insurance Fraud Bureau standards. Additionally, his leadership in community development and civic engagement showcases his strong commitment to public service and disaster recovery.

### **EXPERINECE:**

HGI 2016 – Present  
*Senior Claims Adjuster*

Commercial Auto Liability adjuster handling and overseeing claims for the City of New Orleans Fleet conducting scene inspections, property damage, and bodily injury portions of the claim from inception to completion.

Access Claims Service 2002 – Present  
*Senior Claims Adjuster*

Established and built independent property and casualty claims adjusting and field risk analysis company which is still in operation. Personally conduct field risk surveys and inspections for various commercial insurance carriers and administrators. Personally conduct high volume field general liability claims losses for multiple carriers as independent field representative. Personally operate on property claims damage assessment response to large named storm disasters for multiple hurricane, tornado, and hail losses and quantifying damages through estimation, typically Xactimate. Operates various Casualty Insurance Loss accounts with various companies such as Venture Transport, Western World, Vanliner Insurance, Landstar Legion, JPSO, and ACME Trucking, as a senior adjuster. Conducts investigations into questionable claims for various carriers such as USAA, AIG, Zurich, and others through a central SIU team structure in search of fraud indicators in accordance with National Insurance Fraud Bureau standards.

Trinity Insurance Services 2001 – 2002  
*Senior Adjuster & Assistant Claims Director*

Worked a steady case load on Commercial and Homeowners Property losses, Transportation Liability, Maritime, and Commercial Auto losses including Venture Transport, Lloyds, Zurich North America, and Louisiana Office of Risk Management.

Allied Adjusters 1995 - 1999  
*Claims Adjuster*

Investigated and handled claims in multiple lines. Extensively trained in claims adjusting and risk Management.

Gulfport Police Department 1994 - 1995  
*Police Officer*

New Orleans Police Department 1989 -1994  
*Police Officer*

Orleans Parish Criminal Sheriff 1987 – 1989  
*Deputy Sherriff*

***Civic Leadership/Community Engagement:***

City of New Orleans Council District D 2008 - 2011  
*Community Development Director and Legislative Director elected council member*

Responsible for overseeing community redevelopment projects, liaison between public works agencies and community groups for community-based projects as well as public-private partnerships.

Gentilly Civic Improvement Association 2005 - 2008  
*Founding President*

Helped coordinate disaster assistance and recovery resources for area residents, small businesses, educational institutions, and other civic groups working with local and state government officials as well as USACE and other groups.

United States Army National Guard 1986 – 1989  
*Service Member*

Functioned as a reserve soldier for Military Police and Secondary Infantry Unit.

**EDUCATION:**

Louisiana State University - General Studies

Delgado Community College - General Studies

**LICENSE:**

Louisiana Adjuster (No. 227392)



**Louisiana Department of Insurance**  
**Timothy J. Temple**  
**Commissioner**

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**VERIFICATION OF LICENSE STATUS**

**License Number:** 227392  
**Name:** Scott Maurice Darrah  
**NPN:** 4697784  
**Business Address:** 1000 Bourbon St  
 #217  
 New Orleans, LA 70116  
**Business Phone:** (504) 231-9965  
**Trade Name(s):**  
**Residency:** Resident

**Lines of Authority**

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Property & Casualty	05/28/2008	11/30/2024	Active

**Lines of Authority**

Producer			
Authority	Effective Date	Valid Through	Status
Accident and Health or Sickness	08/27/2014	11/30/2020	Cancelled
Life	10/13/2014	11/30/2020	Cancelled

**Company Appointments**

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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**Affiliations**

Name	Position	Effective Date
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## **Rachelle Hawkins**

*Liability Claims Adjuster*

### **SUMMARY:**

Ms. Hawkins is an experienced Claims Customer Care Professional with a 22-year track record of delivering exceptional results. She is dedicated and self-motivated in providing exemplary customer service to both internal and external customers. With a strong desire to impact the outcome of visions, goals and strategies through diversity and inclusion, Ms. Hawkins has a proven leader with corporate level experience working with Fortune 500 companies.

### **WORK EXPERIENCE:**

Hammerman & Gainer LLC (HGI) 2017 – Present  
*Claims Specialist*

Managed litigated and non-litigated general, product, property, and auto first and third-party liability claims. Anticipated and evaluated exposure for clients by seeing reserves accordingly. Completed thorough scene investigations. Evaluated coverage to best determine liability and compensability. Established and maintained relationships with clients, attorneys, peers, and other business partners in the resolution of claims.

State Farm Fire Insurance Companies 2021 - 2023  
*Claim Specialist*

Provided direction and oversight to key stakeholders to mitigate risks. Evaluated coverage to best determine liability and compensability. Anticipated and elevated exposure for provider by seeing reserves accordingly. Analyzed claim activities and provided reports to management. Established and maintained relationships with insured, claimants, peers, and other business partners in the resolution of claims.

State Farm Fire Insurance Companies 2001 – 2016

*Fire and Casualty Insurance, Medical Pay, and Enterprise Claims Inventory Management 2014 – 2016*  
Oversaw the medical payment portion, averaging >500 claims on an ongoing basis. Extracted pertinent medical assessments from reports and exams, compiling appropriate information for review, evaluation, and settlement of claim. Obtained medical bills, liens, and judgments for payment directly to policyholders, claimants, providers, and government agencies. Made direct contact to policyholders, medical facilities, Medicare/Medicaid representatives, other insurance companies and other claim related third parties associated to file. Entered CPT and ICD9/10 codes consistent with standard guidelines.

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Administration  
October 4, 2024

*Fire Litigation Claim Processor, Special Handling Unit*

2007 – 2014

Provided remarkable customer service to internal and external customers with varied experiences, skills, talents, perspectives, and cultures. Received, researched over 6,500 incoming hurricane lawsuits for policy and claim numbers for assignment to claim representatives and corporate lawyers through enterprise systems. Highly skilled in maintaining confidentiality for extremely sensitive data. Collaborated with teammates to ensure a consistent and effective workflow to meet customer's needs. Administered fair resolution of claim handling to customers concerns by executing, resolving, and providing feedback in a timely manner. Liaison between management and all temporary staff, communicating directives and assignments to temporary leased employees for daily operations of litigation unit's workflow. Assisted management in daily calculations of lawsuit counts to report to corporate law offices. Processed claim and litigation payments.

*Auto Centralized Total Loss Unit*

2001 - 2007

Handled or directed 80- 100 calls daily between policy holders, claimants, and claim representatives regarding the total loss of vehicles. Assigned and dispatched loss assignments to 15 claim reps. Ordered and maintained supplies for departments. Posted payments for recoveries issued by in-house attorneys from surrounding parishes. Compounded files for subrogation and collections for previously negotiated settlements. Performed clerical duties, including data entry, filing papers/files, email and calendar management, faxing, coping, operating Pitney Bowes mail machine, etc.

**LICENSING:**

Louisiana Adjuster (No. 536432)



**Louisiana Department of Insurance**  
**Timothy J. Temple**  
**Commissioner**

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## VERIFICATION OF LICENSE STATUS

**License Number:** 536432  
**Name:** Rachelle Guidry-Hawkins  
**NPN:** 16216184  
**Business Address:** 1475 Alison Street  
Gretna, LA 700568601  
**Business Phone:** (504) 669-3441  
**Trade Name(s):**  
**Residency:** Resident

### Lines of Authority

Claims Adjuster			
Authority	Effective Date	Valid Through	Status
Property & Casualty	05/05/2011	09/30/2026	Active

### Company Appointments

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
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### Affiliations

Name	Position	Effective Date
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## **Leon Duncan**

*Vehicle Appraiser*

### **SUMMARY:**

With 36 years of extensive experience as a Claims Adjuster, Leon Duncan is a seasoned professional adept at handling complex commercial and residential insurance claims. Holding multiple certifications and licenses, Leon excels in evaluating coverage, preparing detailed estimates, and resolving a wide range of property, liability, and equipment claims. His expertise includes dispute resolution, cargo and off-road adjusting, heavy equipment, and vehicle appraisals, making him a valuable asset in any claims management team.

### **EXPERIENCE:**

HGI 2011 - Present  
*Vehicle Appraiser*

Lead property and senior adjuster over claims. Evaluate coverage/damages and prepare estimates for large commercial and residential insurance claims. Prepare claims for dispute resolution (Appraisal) as an expert witness. Investigate and resolve all aspects of daily and catastrophe property claims resulting from various perils. Cargo and Off-Road Adjusting Heavy Equipment Adjusting. Liability Adjusting, Marine Equipment. RV's, ATV's and Motorcycle Estimates. Auto and Truck Appraisals. Evaluation and values for Total Loss Vehicles.

Cunningham Lindsey 2004 – 2011  
*Multi Line Adjuster*

Investigate and resolve all aspects of daily and catastrophe property claims resulting from various perils. Prepare detailed structural estimates for large commercial, residential and auto losses. Prepare and settle detailed business interruption losses. Required to analyze insurance coverages-homeowner and commercial lines. Required to work in a team environment with minimal supervision. Heavy Equipment Adjusting. Liability Adjusting, Marine Equipment. RV's, ATV's and Motorcycle Estimates. Surplus and Excess Adjusting.

Worley Company 2003 – 2004  
*Multi Line Adjuster*

Performed the role of handling all aspects of an automobile claim including analyzing insurance coverage's personal commercial lines. Schedule and manage all projects with sub-contractors to assure time and quality compliance. Oversee safety and building code requirements for compliance. Handled residential property losses resulting for catastrophe events. Cargo and Off

Road Adjusting. Heavy Equipment Adjusting. Liability Adjusting, Marine Equipment. RV's, ATVs, and Motorcycle Estimate. Surplus and Excess Adjusting.

Certified Appraisal Service  
*Multi Line Independent Adjuster*

2001 – 2003

Investigate and compile factual information for large casualty claims. Contract and client services representative. Investigated and settled automobile theft and fire claims. Analyzed insurance commercial lines coverage for various company's. Cargo and Off-Road Adjusting Heavy Equipment Adjusting. Liability Adjusting, Marine Equipment. RV's, ATV's and Motorcycle Estimates. Surplus and Excess adjusting.

G.A.B. Robins of North America  
*Independent Catastrophe Adjuster*

1986 - 2001

Investigate and resolve all aspects of catastrophe property claims resulting from tornado, hurricane, hail & wind, flood, fire and water. Prepare detailed structural estimates for large commercial and residential losses. Prepare and settle detailed business interruption losses

Determine BPP and UPP claims. Conduct liability analysis, investigate and settle automobile physical damage claims. Responsible for receiving direct loss notices from the policyholder. Cargo and Off-Road Adjusting. Heavy Equipment Adjusting. Liability Adjusting, Marine Equipment. RV's, ATV's and Motorcycle Estimates. Surplus and Excess adjusting.

Varnado Adjusting Service  
*Multi Line Adjuster*

1979 – 1985

Investigate and resolve all aspects of catastrophe property claims resulting from tornado, hurricane, hail & wind, flood, fire and water. Prepare detailed structural estimates for large commercial and residential losses. Investigated, evaluated and directed the settlement of homeowner and complex commercial losses resulting from Catastrophe events. Caption reporting for large losses requesting file settlement authority from client management. Required to work in a team environment with minimal supervision. Auto and Truck Estimating.

## **EDUCATION:**

Southeastern Louisiana University  
Metropolitan Insurance Company  
Hammond Police Academy, 20 years, Reserve Division  
GAB Robins Adjuster Training  
University of St Louis, GM School  
*Associate Degree*  
Cunningham Lindsey Advance Training for P & C and Commercial Adjusting  
Vale Training Solutions Institute

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Administration  
October 4, 2024

## **LICENSES AND CERTIFICATION:**

Train Crossing Operation Life Saver Certification, Baton Rouge, LA  
Mobile Crane Certification, Cleveland, OH  
N.F.I.P. Certified, New Orleans, LA  
Automobile Appraisal Mitchell International  
Worley Claims Service, Xactimate Software, New Orleans, LA  
Mitchell Estimate System, New Orleans, LA  
Vale, Xactimate Certification, Dallas, TX  
G.A.B. Robins (Heavy Equipment Certifications)  
Green Estimating, Vale Dallas Texas

# DBE TEAMING PARTNER

## **STATE & LOCAL DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

1340 Poydras Street, Suite 1800 | New Orleans, LA 70112

August 15, 2023

### VIA EMAIL

Mr. Earl Brown, Ms. Michele Brown  
CBI Managed Care, LLC  
3201 Gen De Gaulle Drive, Suite 207  
New Orleans, LA 70114  
[Michelebrown9555@gmail.com](mailto:Michelebrown9555@gmail.com)

### **RE: SLDBE Certification Renewal**

Dear Mr. Earl Brown, Ms. Michele Brown:

We are pleased to inform you that CBI Managed Care, LLC has been approved for re-certification as a State & Local Disadvantaged Business Enterprise (SLDBE). This approval represents certification with the City of New Orleans, Sewerage & Water Board of New Orleans, and the Louis Armstrong New Orleans International Airport.

Your firm's contact information will remain active on the online SLDBE Directory (<http://neworleans.dbesystem.com>). It will reflect your areas of certification. Your specialties will be listed with the following NAICS as:

NAICS	54161	Management Consulting Services
NAICS	611710	Educational Consultants; Educational Testing Evaluation Services
NAICS	621999	Medical Case Management Services
NAICS	624310	Job Counseling, Vocational Rehabilitation

A re-certification notice will be emailed to you prior to the date of expiration. However, should you not receive notification from this office for your re-certification, it is your responsibility to contact us. The submittal of this information is necessary to ensure that there is no interruption in your certified status. **If a re-certification application is not received by the renewal date, we will proceed with decertification procedures. Additionally, you must notify our office immediately regarding any changes which affect the social and economic disadvantaged status, size, ownership, or control of your firm.**

We reserve the right to withdraw this certification if at any time it is determined that DBE certification was knowingly obtained by the submission of false, misleading, or incorrect data. We further reserve the right to request additional information and/or conduct an on-site visit at any time while your certification is active.

If you have any questions and or comments, please do not hesitate to contact me.

Sincerely,

*Veronica Christmas*

Veronica Christmas  
Certification Program Manager

Office of Supplier Diversity | City of New Orleans | 1340 Poydras Street | Suite 1800 | New Orleans, LA 70112



# TECHNICAL QUALIFICATIONS/METHODOLOGY

HGI's claims service operational model is equipped with New Orleans based locally trained licensed adjusters ready to respond and conduct a thorough investigation to each accident within an hour of notification. We will secure and collect all evidence that will enable RTA to asset liability and provide the best defense possible.

We utilize Industry Standard Best Practices and Guidelines on how we will administer day to day worker's compensation claims management upon receipt of your claims. Typically, HGI shall receive a telephone call, a notice by fax or an e-mail from RTA relative to an accident or incident. HGI is then required to open a claim in connection with this accident or incident and begin its investigation immediately. The scope of the investigation shall be appropriate to the severity and extent of loss involved.

The following outlines our comprehensive approach to managing workers' compensation claims, developed, and refined over our 15-year partnership to ensure continued success and tailored solutions for your specific needs. This highlights both the expertise we've built together and the ongoing relationship we had established, that emphasizes trust, reliability, and success.

## WORKER'S CLAIMS ADMINISTRATION

### COVERAGE CONFIRMATION (Within 24 Hours of Receipt of Assignment)

1. Within 24 hours of receipt of assignment, the Adjuster is to confirm coverage per client instructions.
2. Any question of coverage is to be immediately discussed with the Claim Manager.
3. Claim Manager will advise client of the coverage issue of assignment via telephone, confirming discussion by fax, e-mail, or in writing.
4. Any declination of coverage will be approved, authorized, and confirmed by fax, e-mail, or in writing by the client, prior to the issuance of any denial of coverage letter.

### CONTACT (Within 24 Hours of Receipt of Assignment)

1. Three- or four-point contact via telephone will be made within 24 hours of receipt of assignment.
2. A minimum of two follow-up efforts are required to contact those parties not reached within 5 days.

## INVESTIGATION (Within 24-48 Hours of Receipt of Assignment)

1. Within 24 hours of receipt of assignment, the Adjuster will begin the claim investigation addressing compensability, exposure, and potential subrogation.
2. Within 24 hours of receipt of assignment, the need for outside investigation will be determined and tasks assigned accordingly. The assignment of outside investigation will be approved by the Claim Manager and by the client if per the client instructions.
3. Within 48 hours of receipt of assignment, the Adjuster will initiate action to obtain records and send the necessary forms, based on the information obtained during the three-point contact.

## MANAGED CARE

1. Within 24 hours of receipt of assignment, all medical only and lost time cases that fit the Telephonic and On-site Referral Criteria as outlined in the client instructions are immediately sent to the Nurse Case Manager for review.
2. If the medical condition warrants further case management activity, the nurse will contact the injured worker to:
3. Explain the Telephonic Case Manager's role.
4. Assess the injured worker's symptoms, level of understanding of their medical condition and the prescribed medical treatment.
5. Assess the injured worker's compliance with treatment recommendations.
6. Assess the injured worker's satisfaction with the medical treatment and physician.
7. Assess the injured worker's return-to-work mentality.
8. Any claim that deviates from established referral criteria would be referred for consideration of assignment for on-site case management. The following are assigned for immediate case management:
  - a) Low Back Sprain/Strain
  - b) Knee Injuries
  - c) Groin Injuries
  - d) Carpal Tunnel Syndrome
  - e) Head Trauma (closed or open), Non-Catastrophic
  - f) Fractures
  - g) Multiple Trauma
  - h) Serious Burns
  - i) Complex Lacerations
  - j) Crush Injuries
  - k) Motor vehicle accident (work related)
  - l) Employees over age 60
  - m) Chiropractic care

- n) Employees with other known medical problems
- o) Employees with multiple WC injuries
- p) Stress related conditions
- q) New employees
- r) Within 24 hours of receipt of assignment, injuries involving the following will be immediately referred for on-site case management.
- s) Spinal cord injuries
- t) Brain injuries
- u) Second degree (30%) and third degree (10%) burns
- v) Amputation
- w) Impairment – vision or hearing by 50% or more.
- x) Nerve damage
- y) Cardiac failure
- z) Environmental claims
- aa) Severe internal injuries
- bb) Multiple factors including occupational disease cases.

#### RESERVING

1. Initial Medical Only reserves are established within 24-48 hours of receipt of assignment.
2. Initial Lost Time reserves are established within 10-14 days of receipt of assignment.
3. Reserves are reviewed minimally every 60-90 days, however, case progress, activity, and additional information obtained during and throughout the investigation will dictate the necessity for a reserve review.

#### LITIGATION MANAGEMENT

1. Within 24 hours
2. The Adjuster will notify the Claim Manager of a Summons & Complaint and/or any other litigation notification.
3. The Adjuster will notify appropriate client company personnel per client instructions, and request authorization to assign file to approved defense counsel for filing of timely answer.
4. Within 48 hours
5. The Adjuster is required to assess the case for ultimate case exposure, identifying next steps, options, and an action plan.
6. As per client specific instructions, we will continue to collaborate with RTA's general counsel to manage day-to-day litigation matters and ensure that reserve exposures are established and documented.

## SUBROGATION

1. Immediately upon receipt of the assignment, the Claim Manager/Supervisor will review the first report of loss for potential subrogation.
2. If subrogation potential exists, the file will be stamped “Subrogation” and Statute of Limitations date will be clearly posted on the front of the file jacket.
3. Within 24-48 hours, the Adjuster will identify potential third parties, evaluate the probability of recovery, and place all third parties on notice of clients’ lien interest.
4. The Adjuster will contact the designated client contact person per client instructions, advise of subrogation potential, and request authorization for on-site investigation.
5. The Adjuster will report results of initial subrogation investigation to client within 30 days of file creation, and send a status report every 90 days thereafter.

## REPORTING

1. An acknowledgement of receipt of assignment if required, will be sent in accordance with client instructions.
2. Per the State Worker’s Compensation Board/Commission, and/or Department of Industry and Labor, all required filings will be made in accordance with jurisdictional requirements and time frames.
3. HGI provides RTA with a monthly loss run and/or reserve report to the designated RTA staff and the RTA insurance broker firm of record.
4. HGI provides loss-runs and/or required reports to RTA’s external, financial auditors and excess carriers.
5. Regardless of reserves, the following catastrophic losses must be reported to the client. Any specific client instructions to the contrary supersede internal Hammerman & Gainer, Inc. Claim Management Performance Standards.
  - a) Fatalities
  - b) Spinal cord injuries resulting in paraplegia or quadriplegia
  - c) Brain Damage affecting mentality, including, but not limited to, such conditions as permanent disorientation, behavior disorder, personality change, seizure, motor deficit, aphasia hemophilia or unconsciousness
  - d) Third Degree Burns covering at least 10% of the body or Second-Degree Burns covering at least 30% of the body
  - e) Amputations
  - f) Impairment of vision or hearing by 50% or more
  - g) Nerve Damage causing paralysis or loss of sensation in arm, hand, or leg
  - h) Massive Internal Injuries affecting a body organ or organs
  - i) Multiple fractures involving more than one member, mal-union or significant shortening of the limbs



- j) Fracture of both heel bones
- k) Occupational Disease such as asbestosis, black lung disease and long-term chemical exposure
- l) Back injury claims requiring surgery or with a disability of one year or more
- m) Any disability of more than one year
- n) Permanent Total Disability
- o) Cardiac Failure
- p) Paralytic Stroke
- q) Sexual Assault and Molestation
- r) Any controversy as to coverage, state law, reserving, settlements, or an allegation of bad faith made to the adjustment company

## SUPERVISION

Immediately upon receipt of a first report of loss, the Claim Manager/Supervisor reviews the first report and client instructions to outline a plan of action for timely and thorough investigation by the Adjuster. The Claim Manager/Supervisor's initial review focuses on the following claim management issues.

1. Special Client Instructions (Within 24 Hours of Receipt of First Report)
2. The Claim Manager/Supervisor reviews the Special Client Instructions to make sure all unique client instructions are clearly understood and followed.
3. Coverage Confirmation (Within 24 Hours of Receipt of First Report)
4. The Adjuster, in accordance with Client Instructions confirms coverage.
5. Contact (Within 48 Hours of Receipt of First Report)
6. Determine Compensability (Within 72 Hours of Receipt of First Report)
7. Evaluate Claim and Establish Initial Reserves (Within 72 Hours of Receipt of First Report)
8. Calculation of Average Weekly Wage (Within 72 Hours of Receipt of First Report)
9. Request and obtain needed wage statements to calculate AWW and indemnity benefits.
10. File is documented to reflect how AWW was calculated.
11. Subrogation Addressed (Within 72 Hours of Receipt of First Report)
12. Initial Supervisory File Review (Within 14 days of Receipt of First Report)
13. On-going Thirty Day Supervisory File Review Until Closed

## CATASTROPHIC CASES

1. Catastrophic diagnoses will be reported via immediate notification to RTA General Counsel and/or RTA Chief Legal Counsel. Further, as noted in "Case Reserving Practices", above, appropriate RTA personnel will be notified when a reserve is set or adjusted in a catastrophic matter.
2. Expedited reporting will be completed so RTA may report such matters to the Federal Transportation Administration (FTA), the State of Louisiana (DOTD), and/or the National Transportation Safety Board (NTSB}, as necessary, within extremely limited time constraints.

## CLAIM DENIALS

1. Communicate with appropriate RTA staff, insure personnel and all other parties as necessary.
2. Request approval for all claim denials
3. Prepare electronic report for denial outlining specific reasons for each case and submit to RTA General Counsel and/or RTA Chief Legal Counsel so they may independently review and/or assess reasons for case denial.

## SETTLEMENT AUTHORIZATION

1. Relative to worker's compensation matters, HGI shall have settlement authority in the amount up to \$20,000 per claimant.
2. Any additional settlement authority shall be sought in writing from RTA General Counsel and/or RTA Chief Legal Counsel.

Our claims management workflow is designed to ensure efficiency, accuracy, and timely resolution. Each claim is managed by a dedicated adjuster who is responsible for the following key tasks. This description conveys the professionalism and thoroughness of our claims management process.

## **CARE & CLAIMS MANAGEMENT WORKFLOW**

### INTAKE (the first 24 hours)

1. Assignment received  
Received via 1-800 number or at Point of Service (fax or phone)
2. Assignment indexed for duplicates
3. Supervisor assigns case to appropriate Adjuster  
Medical only cases assigned to medical-only Adjuster  
Lost-time cases assigned to lost-time Adjuster

### INVESTIGATION (the first 48 hours)

1. Coverage Verification  
Completed within 48 hours of receipt of assignment. Benefits are not authorized or administered if there is a coverage question, in accordance with state guidelines. Denying coverage is not within the purview of the branch office; the Risk is notified of coverage questions and direction obtained.  
  
With coverage confirmed, if it is determined that the assignment involves a cumulative trauma or occupational disease injury, the Adjuster identifies and places on notice any codefendants in order to apportion liability in jurisdictions that allow subrogation on statutory workers compensation.
2. Case Creation  
The Adjuster will create the case in ClaimPilot.
3. Assign catastrophic diagnoses to Medical Case Manager  
Catastrophic diagnoses will be routed to a Medical Case Manager for immediate evaluation and dispensation once coverage and compensability is determined. Catastrophic diagnoses include:
  - a) Spinal cord injuries resulting in paraplegia or quadriplegia
  - b) Brain damage affecting mentality, including, but not limited to, such conditions as permanent disorientation, behavior disorder, personality change, seizure, motor deficit, aphasia, hemophilia, or unconsciousness
  - c) Third degree burns covering at least 10 percent of the body or second-degree burns covering at least 30 percent of the body
  - d) Amputations

- e) Impairment of vision or hearing by 50 percent or more
- f) Nerve damage causing paralysis or loss of sensation in arm, hand, or leg
- g) Massive internal injuries affecting a body organ or organs
- h) Multiple internal injuries affecting a body organ or organs
- i) Multiple fractures involving more than one-member, mal union, or significant shortening of limbs
- j) Fracture of both heel bones
- k) Occupational disease such as asbestosis, black lung disease and long-term chemical exposure
- l) Back injury claims requiring surgery
- m) Cardiac failure
- n) Paralytic stroke
- o) Sexual assault or molestation

#### 4. Three-Point Contacts

Timely and thorough contacts are key components that allow the Adjuster to maintain control of many facets of the developing claim.

A minimum of two follow-up contact efforts are required to contact those parties not reached within five (5) working days of assignment. Follow-up contacts will be made by phone, unless a personal visit is appropriate, in which case an assignment will be made to an on-site investigator and/or medical case manager. All contacts are detailed in the Claim Progress Notes.

#### 5. Claimant Contact

Early contact with the claimant should reduce the likelihood of an adversarial relationship and of future attorney involvement. Timely contact also leads to early determination of compensability issues and timely payment of benefits, as well as early managed care involvement. The Adjuster will obtain:

- a) Facts of the accident
- b) Identification of witnesses
- c) Job information, to include title, occupation description, job requirements, equipment utilized, etc.
- d) Information concerning injury and treatment, including subjective comments concerning pain, prior injuries, identification of medical providers, concurrent treatment issues, etc.
- e) Determine severity of injury and potential for extended work loss
- f) Employee's attitude toward employer, medical treatment, timely return to work, etc.
- g) Secure a signed medical release

- h)** An explanation of benefits and the future course of action to the injured employee
- i)** Channel to PPO network

## **6. Employer Contact**

The following points will be addressed with the employer at the time of initial contact:

- a)** Disability status of the employee
- b)** Prior claims (Index Bureau)
- c)** Verification of information on employer's First Report
- d)** Employer's supervisor's report
- e)** Employee's personnel records
- f)** Identification of potential witnesses
- g)** Police report/Security report
- h)** Subrogation issues
- i)** Description of job duties
- j)** Length of employment
- k)** Confirmation of lost time
- l)** Availability of modified/transitional work duty
- m)** Verify wages
- n)** Obtain wage statement/compute average weekly wages

## **7. Physician Contact**

The Adjuster will determine who the primary treating physician is, contact him/her, and:

- a)** Determine the extent and severity of the injury
- b)** Identify a treatment plan and prognosis
- c)** Ensure that the injured worker is receiving effective, medically appropriate treatment
- d)** Establish anticipated length of disability and cost of treatment to set accurate reserves
- e)** Notify the physician of utilization management requirements
- f)** Refer the claim to utilization review for pre-certification of treatment
- g)** Identify work restrictions and limitations
- h)** Identify other factors or preexisting problems affecting or influencing disability duration
- i)** Target an appropriate RTW date that is based on disability guidelines and category of work
- j)** Identify the physician's willingness to release the injured worker to appropriate modified/transitional duty

**8. Secure recorded statement(s)**

Issues to consider when deciding if a recorded statement is appropriate would include:

- a) Inappropriate or excessive medical treatment
- b) Stress claims
- c) Subrogation is an issue
- d) Fatality
- e) Severe injury
- f) Preexisting condition
- g) Suspected fraud
- h) Cumulative trauma if short duration of employment
- i) Serious occupational disease
- j) Compensability issue

**9. Set initial reserves**

The Adjuster will use the information gathered in the first 72 hours to set initial reserves. Continual follow-up will be made to obtain more information as the claim progresses in order that more accurate reserves be set within 14 calendar days of assignment.

Throughout the life of each workers' compensation claim, our dedicated adjusters carry out ongoing tasks to ensure optimal claim outcomes. This description highlights the adjuster's role in proactive claim management and collaboration, ensuring each claim is handled with diligence from start to finish. These tasks include:

### **ONGOING CLAIMS MANAGEMENT TASKS**

(from point of coverage/compensation determination to case resolution)

#### **1. Complete Case Creation**

- a)** Input CLAIMPILOT data within 12 hours of receipt of assignment
- b)** Request medical information
- c)** Send letter of medical authorization to claimant for signature
- d)** File First Notice of Injury with state when applicable
- e)** Create file
- f)** Route provider bills to Integra Management Company

#### **2. Reserve Revisions**

Within 14 calendar days of assignment, the Adjuster should have obtained the wage statement and calculated the Average Weekly Wage and Compensation Rate. Forms to the Insurance Commission need to be filed if required. Medical reports should be received, and this information used to reevaluate reserves.

#### **3. Accident Description and Documentation**

To be completed within a maximum of 14 calendar days after case creation. This documentation will be entered in ClaimPilot. Mandatory discussion will include:

- a)** Introduction
- b)** Reserves
- c)** Coverage
- d)** Notification/Notice
- e)** Jurisdiction
- f)** Compensability
- g)** Insured/Risk
- h)** Claimant/Employee
- i)** Wages/Compensation Rate
- j)** Description of Accident
- k)** Witnesses
- l)** Injury/Medical Treatment
- m)** Lost Time/Disability
- n)** Disability Management/Rehabilitation

- o)** Index
- p)** Third Parties/Contributors
- q)** Subrogation
- r)** Second Injury Fund
- s)** Attorney Representation
- t)** Litigation Status
- u)** Recommendations/Action Plan

**4. Medical Severity Review**

A Medical Case Manager will perform a medical severity review on all injuries that have incurred 2 weeks of lost time. Information that will be reviewed includes data documented in ClaimPilot, recorded statements, and medical reports submitted by providers.

If uncomplicated, return to work is imminent; the nurse will document “no recommendation” in ClaimPilot.

If uncomplicated, return to work is not imminent, the nurse will recommend early medical case management intervention that will include a flat-rate, 1-, 2-, or 3-point contact, depending on individual case merit and missing essential data. If approved by the Adjuster, the nurse will:

- a.)** Complete initial fact gathering process
- b.)** Conduct telephonic interviews with the claimant, employer, and/or medical providers to obtain essential data necessary to manage the claim, control medical costs, and reduce time lost from work.

**5. PPO channeling**

Where opportunities exist, the nurse will channel the worker to appropriate medical providers in the established preferred provider network.

**6. Discuss managed care requirements**

The nurse will discuss and clarify managed care requirements with the claimant and medical providers.

**7. Secure job duty information/alternate duty information**

The nurse will secure a job description from the employer, if not already obtained by the Adjuster. If the job description fails to accurately describe the essential functions of the job of injury, the nurse will secure one from the worker’s immediate supervisor.

The nurse will forward this information to the physician with the objective of securing the earliest, safest return to the job of injury either as a full release or as a partial, transitional release.



**8. Secure treatment plan**

The nurse will secure a detailed treatment plan from all treatment providers. The nurse will compare the treatment plan and length of disability projection to established treatment guidelines. Deviations from established treatment guidelines will be discussed forthrightly with the treating physician and inappropriate plans challenged by securing RME's/Peer Reviews as warranted.

**9. Develop/execute 90-day Case Management Plan**

The nurse will have five (5) workdays to complete the above 1, 2, 3-point contact(s). Upon completion, the nurse will develop a 90-day case management plan that documents in ClaimPilot the goals, barriers, and recommendations for case resolution. Upon approval of recommendations (which may include task assignments to an on-site case manager), the nurse will execute her plan, documenting all activities in ClaimPilot.

If the nurse discovers issues that indicate continued telephonic management infeasible for successful, early, safe return to work, she/he may recommend an alternate course of action, which may include referral to full on-site case management. If approved by the Adjuster, the nurse will make the assignment and supervise the activities of the on-site consultant. At any point in time that telephonic management becomes feasible, the nurse may request closure of the on-site assignment and assume telephonic management, with Adjuster authorization.

**EVERY 30-60 DAYS OF ON-GOING CLAIMS MANAGEMENT**

**1. File Reviews**

All subsequent file reviews are to be completed at 30-to-60-day intervals unless otherwise warranted or requested by the client. The timing of file reviews should be determined by the facts of an assignment. Critical developments or catastrophic injury claims may demand ongoing file reviews at less than 30 to 60-day intervals.

File reviews will address the following mandatory information in ClaimPilot:

- a) Lost time/Disability Benefits**
- b) Injury/Medical Treatment**
- c) Third Party/Subrogation Recommendation**
- d) Medical/Vocational Rehabilitation Management (if applicable)**
- e) Litigation Management (if applicable)**
- f) Settlement Evaluation (if applicable)**
- g) Action Plan (to include time frames)**

2. Re-indexing

Re-indexing is required at six-month intervals for the life of the file, unless superseded by specific client instructions.

CASE CLOSURE

1. Close case when:

The claimant returns to full duty with the employer of the injury and medical treatment ends.

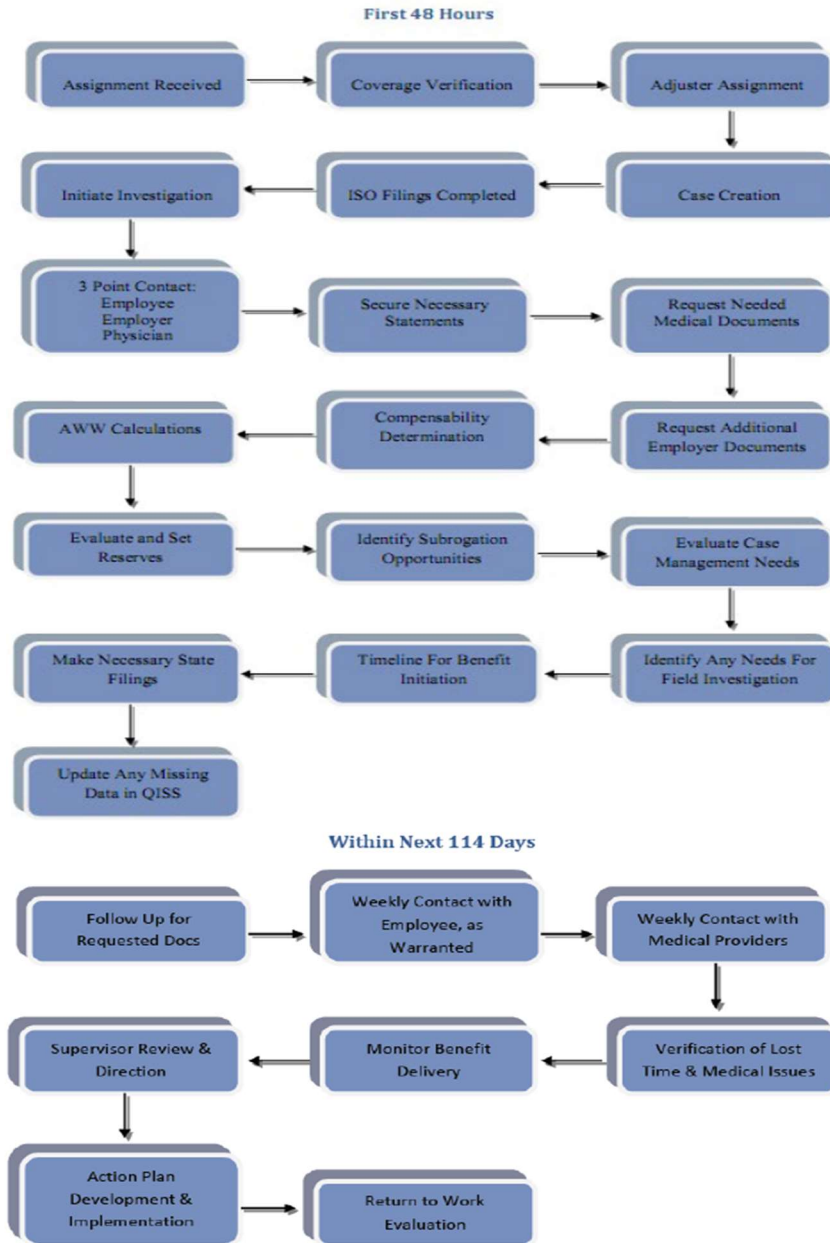
2. The injured worker returns to full duty with a new employer and medical treatment ends.

3. The injured worker reaches maximum medical improvement/stationary status and settlement is reached.

4. The client requests file closure.

5. PPD settlement and statutory closure.

## Workers' Compensation Claims Workflow Chart



HGI's claims service operational model is equipped with New Orleans based locally trained licensed adjusters ready to respond and conduct a thorough investigation to each accident within an hour of notification. We will secure and collect all evidence that will enable RTA to asset liability and provide the best defense possible. Our claims management standards for automobile and general liability claims are designed to ensure consistency, compliance, and exceptional outcomes. Our approach focuses on prompt and thorough investigation, proactive communication, and strategic resolution, aligning with industry best practices and regulatory requirements. This provides a structured, results-oriented approach to claims management, emphasizing the professional standards and processes we uphold to achieve optimal outcomes.

We utilize Industry Standard Best Practices and Guidelines on how we will administer day to day automobile and general liability claims management upon receipt of your claims. Typically, HGI shall receive a telephone call, a notice by fax or an e-mail from RTA relative to an accident or incident. HGI is then required to open a claim in connection with this accident or incident and begin its investigation immediately. The scope of the investigation shall be appropriate to the severity and extent of loss involved.

The following outlines our comprehensive approach to managing automobile and general liability claims, developed, and refined over our 15-year partnership to ensure continued success and tailored solutions for your specific needs. This highlights both the expertise we've built together and the ongoing relationship we had established, that emphasizes trust, reliability, and success. Key performance standards include:

## **AUTOMOBILE & GENERAL LIABILITY CLAIMS MANAGEMENT STANDARDS OF PERFORMANCE**

### COVERAGES

1. Proper policy used - Applicable to insured and loss description
2. Coverage Analysis conducted - Coverage analysis (persons, perils, property, loss location, hazards, accidental, time)
3. Identify Governmental Immunity, proceed accordingly
4. Primary/excess identified - Documented in note screens
5. Coverage denial procedure followed – Proper letter, manager approved
6. Excess letter sent – When applicable

## INVESTIGATION

1. Onsite investigations and after hours on-call capabilities
2. 24-hour contacts – from time of assignment
3. Statement of Insured – Contact, interview, and recorded statement when necessary
4. Statement of Claimant – Contact interview, and recorded statement when necessary
5. Statement of Witness – Contact, interview, and recorded statement when necessary
6. Photos – Vehicles, real property, scene photos, injury evaluation when necessary
7. Police report – when available
8. Vehicle damages investigated – Inspection and photos
9. Parked vehicle loss – ISO search by VIN and claimant name
10. Report prepared – within 10 days of receipt of claim

## LIABILITY ASSESSMENT

1. Collect and compile documentation to support liability determinations and damages.
2. Comparative negligence (if applicable) – Describe comparative rule, apply to facts of claim
3. Decision documented – Note screen law of venue and describe applicability to investigation
4. Joint-tortfeasor recognized (if applicable) – Identify other parties at fault and actions to include in settlement process
5. Timeliness of decision – Assess at conclusion of investigation, revisit if changes occur

## CLAIMS PROCESS/SETTLEMENT

1. DOI reg compliance – According to loss state regulations or guidelines
2. Timely response to demands – within 10 days of completed liability and damage assessment PD, 30 days BI
3. Adherence to limits of liability under statutory guidelines
4. Settlement within authority – Authority
5. Evaluation documented – Thorough description of settlement evaluation (liability and damages)
6. First call settlement – When opportunity presented (complete note screen documentation)
7. Negotiations documented – Note screen documentation of demands, offers, settlement (one or multiple notes)
8. Authority obtained – According to procedure guidelines

## DAMAGES/PROPERTY

1. Appraisal of vehicle and property damages
2. Betterment/depreciation/LKQ – Estimate review for items described.
3. Proof of Loss/ownership – Verification of ownership vehicles and real property.
4. Loss of use controlled – Actual repair days or cash settlement based on estimate labor hours.
5. Proper salvage docs. received – Ownership certificate, power of attorney, transfer of ownership certificate.
6. Property inspection within 48 hours – From property assignment (unless delayed by claimant)
7. Salvage addressed and accounted for – Documented in note screens or owner retained.
8. ACV established – Documented in note screen.
9. Business interruption controlled – calculated per expected repair time and noted for any delays.

## DAMAGES/BODILY INJURY

1. Medical verified – Medical report and bills in file – Reviewed when applicable.
2. Loss of wage verified – Confirmed with employer and supported by medical report.
3. Medical authorization requested – Upon notice of injury (including represented claimants through attorney)
4. Wage authorization requested – Upon notice of wage loss (including represented claimants through attorney)
5. Evaluation in file – Documented in notes screens with clear and complete assessment.
6. Adherence to limits of liability under statutory guidelines.
7. Negotiations documented – Note screen documentation of demands, offers, settlement (one or multiple notes).
8. First call settlement – When appropriate and documented in note screen.
9. Timely response to demands – Within 30 days of final medical or demand package.
10. Settlement within authority – Authority

## RESERVING

1. All claimants/coverage reserved – Explained in notes screen (yes, no, reason).
2. Changes made timely – According to all reserve guidelines.
3. Dangling reserves eliminated (closed files) – All exposures at \$0 reserve at closing of file and claims coded closed in ClaimPilot

## SUBROGATION

1. Immediately upon receipt of the assignment, the Claim Manager/Supervisor will review the first report of loss for potential subrogation.
2. If subrogation potential exists, the file will be stamped “Subrogation” and Statute of Limitations date will be clearly posted on the front of the file jacket.
3. Within 24-48 hours, the Adjuster will identify potential third parties, evaluate the probability of recovery, and place all third parties on notice of clients’ lien interest.
4. The Adjuster will contact the designated client contact person per client instructions, advise of subrogation potential, and request authorization for on-site investigation.
5. The Adjuster will report results of initial subrogation investigation to client within 30 days of file creation, and send a status report every 90 days thereafter.

## FILE DOCUMENTATION

1. Diary maintenance – ClaimPilot on diary and up to date within 10 days.
2. Have supervisor review instructions been followed? Complete and documented in note screen.
3. Subrogation realized – Explained in note screen.
4. Initial report to client – Within ten days of assignment.
5. Plan of action – Upon receipt of assignment. Note screen description of steps needed for resolution.
6. POA follow up – Note screen documentation of action steps completions and supervisor direction completions.
7. File indexed – On cases with suffix at \$10,000 +
8. Organized file – physical file orderliness.
9. Clear and precise documentation – Do the note screens tell the story of the claim? (Clear, concise, complete)
10. Re-assignment/new POA – Note screen file review summary and note new POA.

## LITIGATION MANAGEMENT

1. As per client instructions.

## UNIT SUPERVISOR EVALUATION

1. File on diary – ClaimPilot diary and up to date within 15 days
2. Supervisor direction – On all diary dates with note screen review and direction

3. Timely reviews – Minimum standards – PD 15 to 30 days, BI 45 to 60 days, Litigation 30 to 90 days

#### CATASTROPHIC CASES

1. Catastrophic diagnoses will be reported via immediate notification to RTA General Counsel and/or RTA Chief Legal Counsel. Further, as noted in "Case Reserving Practices", above, appropriate RTA personnel will be notified when a reserve is set or adjusted in a catastrophic matter.
2. Expedited reporting will be completed so RTA may report such matters to the Federal Transportation Administration (FTA), the State of Louisiana (DOTD), and/or the National Transportation Safety Board (NTSB), as necessary, within extremely limited time constraints.

#### CLAIM DENIALS

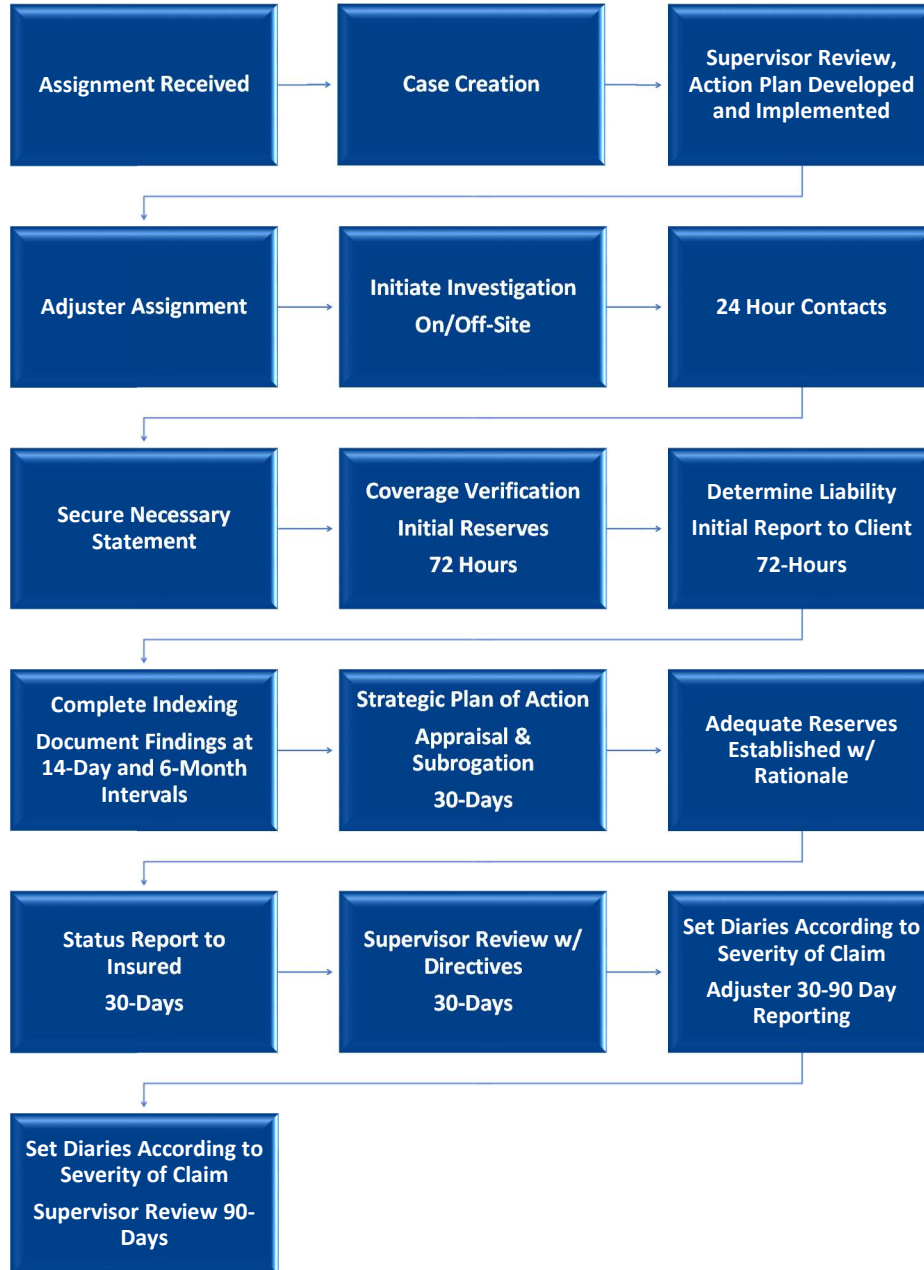
1. Communicate with appropriate RTA staff, insure personnel and all other parties as necessary.
2. Request approval for all claim denials
3. Prepare electronic report for denial outlining specific reasons for each case and submit to RTA General Counsel and/or RTA Chief Legal Counsel so they may independently review and/or assess reasons for case denial.

#### SETTLEMENT AUTHORIZATION

1. Relative to automobile/general liability matters, HGI shall have settlement authority in the amount up to \$20,000 per claimant.
2. Any additional settlement authority shall be sought in writing from RTA General Counsel and/or RTA Chief Legal Counsel.



## Liability Claims Workflow Chart



## Litigation Management

Any file that proceeds to an administrative hearing or litigation receives very special attention and supervision from our litigation management claims supervisors. Our supervisors are knowledgeable in the management of losses through the District and Appellate court system as well. Part of their function is coordination, direction, supervision and monitoring of defense counsel on behalf of our clients if requested. We not only offer monitoring of defense counsel activity, planning and budgeting, selection and authorization of personnel and numbers of legal counsel authorized to handle a litigated claim, we also offer monitoring of defense costs.

The only time you would require outside counsel or Legal Staff would be if a claim went to District Court. We will be happy to coordinate these rare occurrences with your legal staff or outside counsel, whichever you prefer.

Unless you request otherwise, our Hammerman & Gainer, Inc. (HGI) Claims staff will coordinate all matters in litigation directly with legal counsel, including monitoring of the answer date, assistance in the evaluation of the loss, providing all file evidence to legal counsel, helping develop and securing defense counsel's plan for handling of the lawsuit, including their evaluation of the evidence and applicable law, and their estimate of ultimate exposure, etc. Our adjusters may be called upon to review interrogatories, attend depositions, and trial, etc. We also closely monitor, review, and recommend for approval all appropriate legal expenses on your behalf.

### Assignment Letter

If a claim proceeds to Court, our firm provides an Assignment Letter to defense counsel outlining the claim/data being provided with our comments on significant points on the loss.

We state our views very plainly and advise whether we believe the case needs to be tried to verdict, if it is one we wish to settle, etc. In this letter, we ask defense counsel to fully review the file and provide his written thoughts regarding any additional investigation he may feel necessary.

### Litigation Plan

We ask the attorney to provide a Litigation Plan, encompassing his recommendations on what discovery should be conducted. We ask for the attorney's opinion on the verdict potential based on the file as it stands at this time, and an opinion on the chances of the plaintiff securing a verdict. We insist on a very complete defense budget with a description of all estimated costs for trial, including defense counsel fees.

In our assignment letter, we make it very clear that we are in charge of the case and that all decision making must be approved in advance by our Litigation Management Supervisor on behalf of our clients. Most legal entities have a flat fee or hourly rate agreement with their clients. If the rate is a flat fee, it is very easy to document the proper charges. We require a

written estimate of discovery and litigation activities and their associated expenses through jury verdict.

We make the determination whether one or two attorneys may be necessary to adequately prepare for the trial. This alone can have a great effect on the bottom-line costs for a litigated file. An integral part of our firm's claims administration services is coordination, direction, supervision and monitoring of defense counsel. Because very few claims are litigated and the issues are usually limited in scope, it is not a difficult process to monitor litigation costs.

### Pre- Trial Evaluation

Following receipt of the initial defense counsel response, we ask the attorney to provide us with a pre-trial evaluation report between 30 and 60 days of the trial. Our claim supervisors and litigation managers review both sides of the case from the defendant and plaintiff points of view. This thoughtful analysis prepares us for the proper defense and management of the loss. By looking at a file from all angles, we believe that we can better prepare for trial.

### Negotiation Plan

We prepare a Negotiation Plan as well, which consists of:

- Our opinion of a desirable monetary settlement target figure
- We determine a maximum monetary figure that we are willing to pay before a case proceeds to the jury
- We also provide defense counsel with our opinion on an appropriate initial offer
- Recommendations for increases in response to anticipated demand variations
- Negotiation arguments favorable to defense and plaintiff

We believe that this plan should be fully completed as soon as possible but no later than 30 days before trial.

### Negotiations

When a trial gets to the point where negotiations take place, it is our job to continue to maintain control of the negotiation amounts and timing of offers. We believe in making reasonable offers to claims in litigation. By offering a reasonable amount, we give the plaintiff attorney an opportunity to present our offer to his client and in many cases to accept our offer. At the conclusion of the trial but before the case goes to the jury, depending upon how the trial has proceeded, it may be in our client's best interest to offer a figure close to or at the maximum amount our client is willing to pay. If defense counsel accepts, then the case is settled. If not, nothing is lost by extending this offer to opposing counsel.

### Appearance During Trial

We believe that our representative should be present during the trial as well. We will verbally report to our client during the trial on the progress of the case, and following the trial, we submit a post-trial report to our client. We believe that our presence at trial is important because defense

counsel is often very physically and emotionally involved, and we believe that during this time, we can provide a more objective and dispassionate evaluation.

By staying actively involved in the lawsuit from start to finish, not only do we believe we provide a better product and end result for our clients. We also provide very close monitoring of defense counsel's activities and resulting charges for their services.

## Litigation Attorney Guidelines

REPORTING/CONFERENCE	CONTENTS	WHEN REQUIRED
Send written acknowledgement upon receipt of assignment.	Brief memo acknowledging date of assignment and name of handling attorney.	Within 48 hours of receipt of assignment.
Initial Defense Strategy /Phone Conference with Adjuster	To develop Defense Strategy for handling of case.	Within 14 days of receiving copy of complaint or citation.
Submit Written Copy of Answer	Send cover letter with copy of answer to complaint to Adjuster	Within 5 days of filing answer with the court.
Defense Strategy Report & Budget	First written captioned report to Adjuster.	Within 45 days of assignment.
Research Confirmation/Written	Brief letter confirming permission to conduct research; must include estimated time and purpose.	Within 24 hours of approval.
Legal Research Synopsis/Written	Provide synopsis of research.	Within 30 days of authority being granted to conduct research.
Standard Reports/Written	Brief written reports to confirm or report on deposition summaries, answers to interrogatories, experts, court conferences, motions, etc.	Within 5 workdays of event or receipt of information.
90 Day Status Teleconferences/Verbal	Verbal teleconference with Adjuster, discuss status of discovery.	90 Days from Defense Strategy Report and every 90 days thereafter.
Summary Status Report (Liability and Workers Comp)/Written	Written summarization of activities and status updates to include activities to be completed. Assess issues of liability, damages, discovery, and evaluation.	Within 5 workdays of status teleconference (every 90 days after submission of Defense Strategy Report)

Use of Experts/Written	Brief letter confirming use of any experts and purpose.	Within 24 hours of approval.
Expert Witness Report/Written	Cover letter attaching expert witness report; include your legal assessment of the findings.	Within 5 workdays of receipt of expert report.
Trial Confirmation/Written	Brief letter to indicate trial date.	Within 5 days of notification of trial date.
REPORTING/CONFERENCE	CONTENTS	WHEN REQUIRED
Pre-Trial Evaluation Report/Written	Written outline indicating evaluation of facts, discovery, settlement issues, recommendations, jurisprudence, anticipated outcome, chances of prevailing.	30-45 days prior to trial date.
Trial Teleconferencing/Verbal	Minimum of two (2) calls daily to adjuster, client representative, Risk Manager (as needed) to advise of jury selection, opening arguments, testimonies, etc.	Minimum of two (2) calls per day.
Post-Trial Report/Written	The content, details and length of the report will vary on the trial outcome. A positive outcome will simply require a focus on potential appeal by the plaintiff. A negative outcome will require substantive details, with emphasis on any appeal options and chances of appeal being granted.	Within 5 workdays of trial conclusion.
Mediation Conferences	Will be attended and handled by Adjuster.	If case is not resolved at mediation, case will be copied and forwarded to defense counsel to file

		responsive pleadings. .
Legal Bills	All legal bills will be forwarded to Adjuster for review and approval. Bills must be submitted with supporting backup.	When required, bills will be sent on a schedule TBD by client.

## REFERENCES

<b>Account – Orleans Parish School Board</b>	
Contact Person	Tracy Griffin-Robertson
Address	3520 Gen De Gaulle, New Orleans, LA 70114
Contact Phone	(504) 202- 0270
Period Handled	2004 to present
Type of Claims	All lines

<b>Account - City of New Orleans</b>	
Contact Person	Pamela Crockett
Address	1300 Perdido Street, New Orleans, LA 70112
Contact Phone	(601) 320-3121
Period Handled	2011 - Present
Type of Claims	W.C. and General Liability claims

<b>Account – City of Alexandria</b>	
Contact Person	Mr. Ryon Woodington, Risk Manager
Address	541 Hummingbird Lane, Alexandria, LA 71303
Contact Phone	318-447-3899
Period Handled	1999 to present
Type of Claims	All lines

<b>Account – City of Shreveport</b>	
Contact Person	Ryan Lattier, City Attorney
Address	505 Travis Street Shreveport, LA 71101
Contact Phone	318-673-5200
Period Handled	2020 - Present
Type of Claims	W.C. and General Liability claims



## FIRM'S CURRENT CLIENT BASE AND WORKLOAD

Our firm serves a diverse portfolio of clients across various industries, primarily governmental and public sector entities/municipalities. We have built long-standing relationships with our clients, many of whom have trusted us with their claims management needs for over a decade. Our client base includes both mid-sized businesses and large corporations, allowing us to leverage our expertise to address a wide range of claims management challenges. For example,

- City of New Orleans
- City of Shreveport
- City of Alexandria
- City of Opelousas
- City Natchitoches
- Orleans Parish School Board
- Regional Transit Authority
- New Orleans Sewerage and Water Board

We maintain a structured approach to workload management to ensure we deliver the highest level of service to all clients. Each client is assigned a dedicated claims management team, consisting of experienced adjusters and support staff, to provide personalized and responsive service. Our team operates with flexible capacity, enabling us to scale resources as needed to manage fluctuations in claim volume while ensuring the quality and timeliness of our work remain consistent.

By utilizing advanced technology platforms and adhering to industry best practices, we are able to efficiently handle our current workload while continually improving processes to accommodate future growth. Our proactive approach to managing claims and our commitment to client satisfaction ensure that we remain fully capable of delivering exceptional results, regardless of the scope or complexity of the workload.

This showcases our outstanding track record in serving across various capacities, emphasizing our firm's ability to adapt, meet diverse client needs, and maintain a strong commitment to service excellence. It also underscores our professionalism in effectively managing workloads without compromising quality.

## ACCESS TO HGI CLAIMS MANAGEMENT TEAM



HGI Third-Party Administrator (TPA) claims management team is readily accessible to ensure prompt and effective handling of all claims. RTA can reach our dedicated team through multiple channels to facilitate timely communication and collaboration:

- **Dedicated Claims Toll Free Line:** (888) 899-8432 - A toll-free number available during normal business hours – Monday through Friday from 8 am to 5 pm for immediate assistance and claim reporting.
- **Dedicated Claims After Hour Contact Number:** (504) 344-5947 - Available after business hours for immediate assistance and scene investigation.
- **Email and Direct Contact:** RTA shall be provided with direct contact information for their assigned claims adjuster and management team, enabling efficient communication and quick responses to inquiries.
- **On-Site Support:** For large or complex claims, our team can provide on-site assistance as needed to support investigations or collaborate with stakeholders.

We offer the RTA a Risk Management Information System (RMIS) with on-line capability for multiple users and will allow for 24-hour online access to all claim files, adjusters' notes, and other items. It will also allow customization of queries, code creation, and have the ability to produce loss run and other reports. Reports can be printed on a monthly or quarterly basis and include (but are not limited to) itemized payments by vendors, detailed payment-type transaction reports, reserves activity/history, details loss financial history, and claims aging reports.

## ClaimPilot Claims Management Reporting System

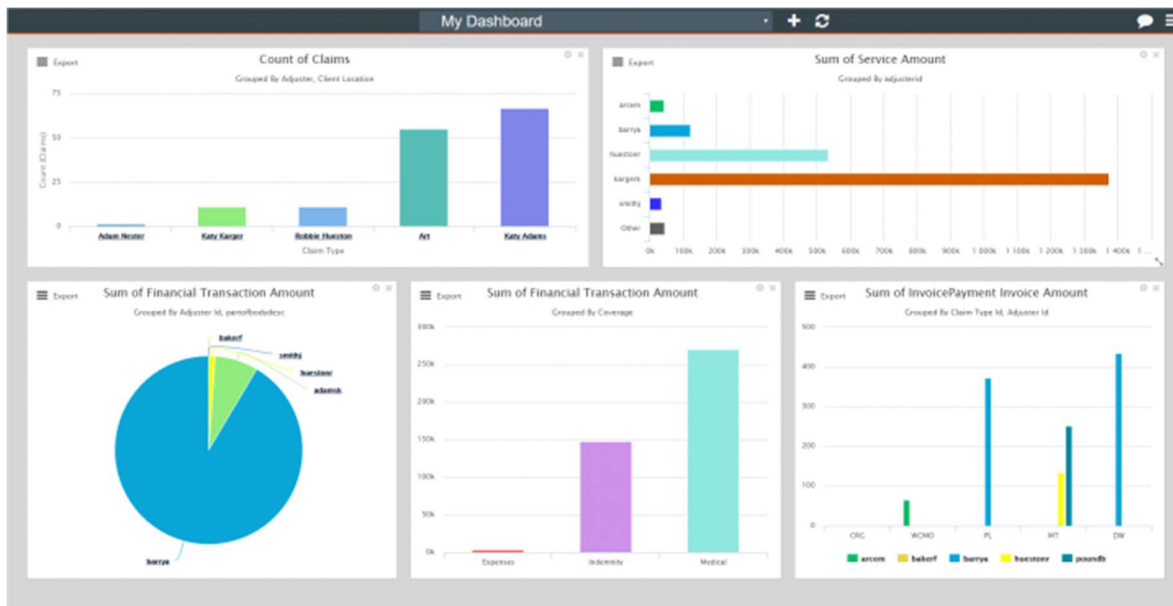
### ClaimPilot

The screenshot displays the ClaimPilot web application interface. At the top, there is a navigation bar with tabs for HOME, SEARCH, ACTIONS, REPORTS, FORMS, MANAGEMENT, and ANALYTICS. Below this, there are icons for Diary, Claims, No Diary, Contacts, and Calendar. A notification banner at the top right indicates '110 Open Claims with No Open Diaries'. The main content area features a table of claim records with columns for Close, Date, Claim ID, Claimant, Author, and Type. The table lists various claim entries, including 'Call Claimant', 'Supervisor Diary', and 'Action Plan' items, each with a due date and a status indicator. On the left side, there is a sidebar with sections for 'CLAIM SEARCH', 'BOOKMARKED CLAIMS', 'RECENT CLAIMS', and 'QUICK LINKS'.

Close	Date	Claim ID	Claimant	Author	Type
Due - 09/25/2013	10.79	10.79	Smith, John	anderson	Legal
Due - 10/09/2013	10.16	10.16	Anderson, Jeff	anderson	Legal
Due - 10/16/2013 10:48 AM	10.16	10.16	Anderson, Jeff	techsupport	Legal
Due - 10/16/2013 10:48 AM	10.16	10.16	Anderson, Jeff	techsupport	Legal
Due - 11/11/2013	10.16	10.16	Anderson, Jeff	techsupport	Action Plan
Due - 11/11/2013	10.16	10.16	Anderson, Jeff	techsupport	Action Plan
Due - 11/11/2013	10.16	10.16	Anderson, Jeff	techsupport	Action Plan
Due - 11/11/2013	10.16	10.16	Anderson, Jeff	techsupport	Action Plan
Due - 11/13/2013	10.16	10.16	Anderson, Jeff	techsupport	Action Plan
Due - 11/20/2013	10.16	10.16	Anderson, Jeff	techsupport	Action Plan
Due - 11/20/2013	10.16	10.16	Anderson, Jeff	techsupport	Action Plan

When the user first logs in, they are greeted with a searchable notification center streamlines claim information and displays real-time key information and alerts specific to each claim.

## Analytics Dashboard Provides Insight for Management



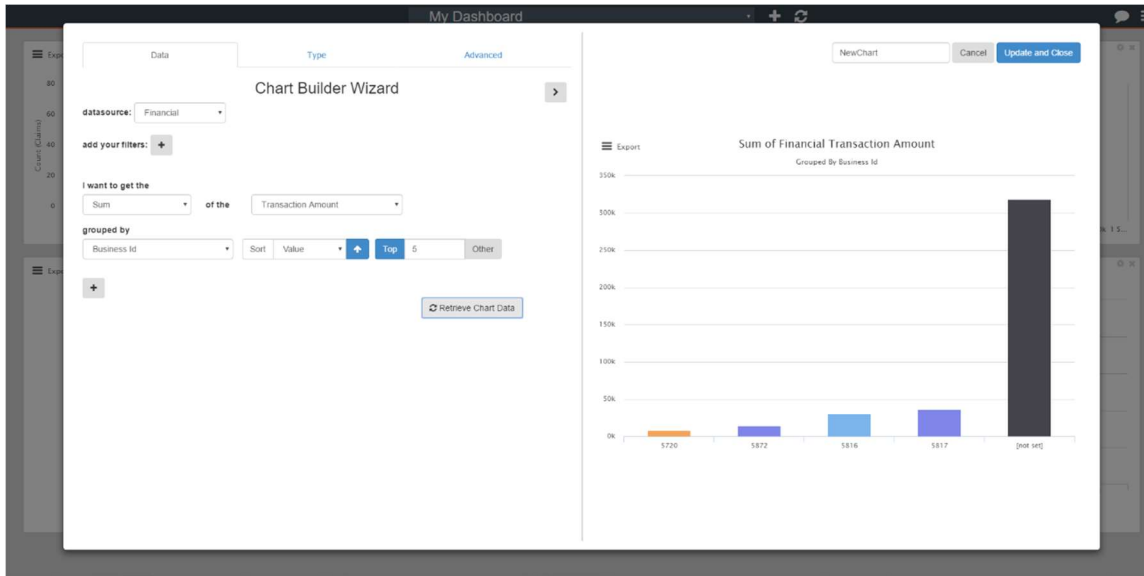
It's hard to make decisions without all the facts. Right now, you can run reports to gain new insights into your business, but wouldn't it be more convenient to see your most up-to-date information at a glance. Now you can also use the ClaimPilot Analytics Dashboard to see your most relevant data displayed as charts to know you're making the right decisions. In addition to our powerful reporting tools, the dashboard will enable you to easily find answers to questions such as:

- Who are the top performing adjusters?
- How many claims are processed each month?
- Which day of the week do we receive the most claims?

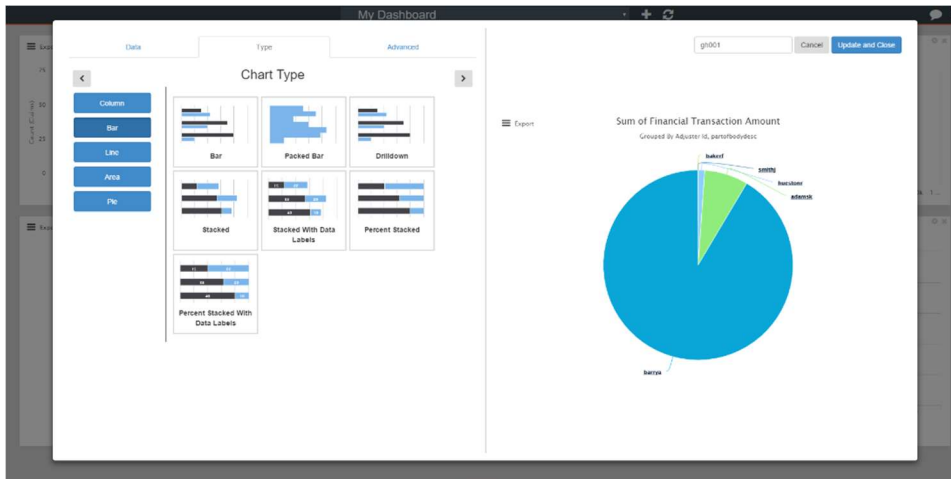
The Analytics Dashboard allows you to make decisions at a glance, or help you provide the decision-makers with easy-to-read charts that convey the latest results and trends.

Let's take a look at the features

- Switch between multiple dashboards for organized views
- Create charts with data from Claim, Service, Invoice, Invoice Payment, and Financial sources
- Great fill tools to help you create your charts faster
- Top Feature
  - Shows only top (or bottom) values instead of displaying them all. Trust us, it will come in handy!
  - Choose the number of results you want to get back. Anything between 0-100 is fair game.

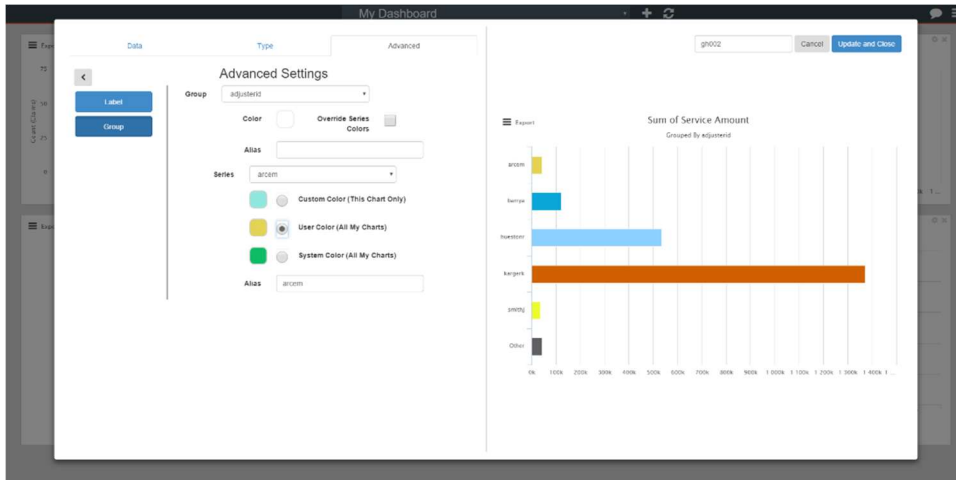


- Sort Feature - sort your values from smallest to largest, alphabetically, or by date.
- Choose between more than 25 different types of charts
  - Create combination charts (such as a multi-series line and column chart)
  - Drill down into the chart for more detailed information

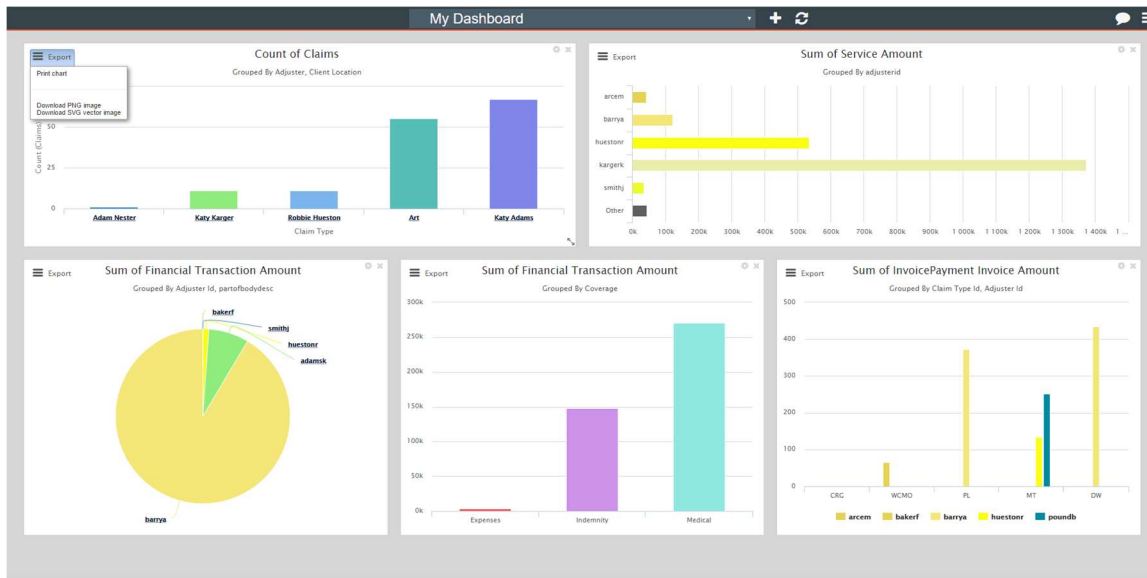


- Chart Colors
  - Custom colors can be set by any user on any field. Do you love yellow and want to make all your charts varying colors of yellow? Custom colors will allow you to do that, one by one.
  - User Color preference will set the colors to match across that user's dashboard, so now you can automatically set all of your charts to varying shades of yellow! E.g., all GL values could be bright yellow across your dashboard, while WC values can all be set to be mustard yellow.

- And if your entire company loves yellow, System Color preference will match the colors within an entire company. For those not partial to a specific color, this feature enables all the GL values across everyone’s dashboard across the company to be the same color. WC columns or lines would all be another color.
- The user-color and system-color features not only makes the data easier to read on one specific dashboard, but across all dashboards within a company.



- Flexibility
  - If you don’t care for the Chart Title or x-axis titles we have generated for you, it can be easily changed in the “Advanced” tab
  - You can do that with the Y-Axis, X-Axis, and even your data labels
- Saved charts
  - All charts are saved until explicitly removed by the user
  - You can name your charts, remove them from the dashboard, and add them back easily
- Share charts and dashboard easily
  - Create charts or entire dashboards for your team to get them started
  - Easily let your coworkers see the data you’re seeing without having to give them each individual chart parameter
- Print or export your charts to images directly from the dashboard. That’s self-explanatory!



## Report and Accident or Injury

The first notice wizard will step the user through the process of reporting an accident or injury to HGI

Save
Add Claimant
Restart

Step 0 - Start

Step 1 - Claim

Step 2 - Client Info

Step 3 - Policy & Insured Info

Step 4 - More Details

Step 5 - Claimant Info (1)  
(Primary) Claimant 1

**Start**

\*Client Id :  This field is required.

Client Name :

\*Program :

\*Claim Type :

\*Date Occurrence :

Date Claim Made :

Jurisdiction :

<p>Save Add Claimant Restart</p> <p>Step 0 - Start</p> <p>Step 1 - Claim</p> <p>Step 2 - Client Info</p> <p>Step 3 - Insured Info (TPA)</p> <p>Step 4 - More Details</p> <p>Step 5 - Claimant Info (1) (Primary) Claimant 1</p>	<h3>Step 4 - more Details</h3> <p>Witnesses : <input type="text"/></p> <p>Postal Code of Accident : <input type="text"/></p> <p>Accident Preventable : <input type="text" value="▼"/></p> <p>Recovery Potential : <input type="text" value="▼"/></p> <p>Vehicle Type : <input type="text"/></p> <p>Vehicle Identification No : <input type="text"/></p> <p>Vehicle No : <input type="text"/></p> <p>Percent Of Fault : <input type="text"/></p> <h3>Step 5 - (Primary) Claimant 1</h3> <p>*Type : <input type="text" value="Claimant ▼"/></p> <p>SSN : <input type="text"/></p> <p>Salutation : <input type="text" value="▼"/></p> <p>*Name Last : <input style="border: 2px solid red;" type="text"/></p> <p>Name First : <input type="text"/></p> <p>Name Middle : <input type="text"/></p> <p>Description of Injury : <input type="text"/></p> <p>Mail Address Line 1 : <input type="text"/></p> <p>Mail Address Line 2 : <input type="text"/></p> <p>Mail City : <input type="text"/></p> <p>Mail State : <input type="text" value="▼"/></p> <p>Mail Zip Code : <input type="text"/></p> <p>Mail Country : <input type="text" value="▼"/></p> <p>Copy Address : <input type="text" value="Same"/></p>
---	--

**Claim summary view**

View detailed information about a claim’s history and status from a single place.



HOME SEARCH ACTIONS REPORTS FORMS MANAGEMENT ANALYTICS

COMPANY NAME

CLAIM SEARCH:

BOOKMARKED CLAIMS  
Star any claim to add it your bookmarked claims.

RECENT CLAIMS  
Any time you search for a single claim, it is logged and added to the Recent Claims section.

QUICK LINKS  
New Claim  
New Service  
New Diary  
New Note

Claim Loaded 10 records.

Q Filters 1 2 3 4 5 6 7 8 9 > >>

New Save Undo Delete

Claim ID	Client Name	Date Occur	Time	AdjusterID	Client File No
10.134.2709 AL	Bob's Burgers	10/07/2015		adjusterj	

Claim Info Client/Insured Parties Status Links

ACCIDENT INFORMATION  
Acc. Location:  
Acc. Description:  
Country: Address:  
Country: C.S.Z:

GENERAL  
Admin Location: DalTX Manager ID: Outside Firm ID:  
Primary Claimant: 1 Supervisor ID: Outside Location ID:  
Occurrence No: 134 Med Case Mngr: Disposition: Outside Contact ID:  
Old Claim Id:

DATES  
Occurrence: 10/07/2015 Last Reported: Notified Excess: Received: 08/22/2016  
Claim Made: Last Invoiced: Denied: Closed:  
Assigned: 08/23/2016 Destroyed: Denial Rescission: Reopened: Reclosed:

AUTO LIABILITY  
Claim Type: AL Change Jurisdiction ID: 48 Catastrophe Code: Witnesses:  
Accident Postal Code: Accident Preventable: Recovery Potential: Pot. Rec. Amt:  
SIR Paid By Insured: Deductible Collected: InLitigation: Percent of Fault:  
VIN: Vehicle Type: Vehicle No:  
Driver: Accident State:

AL CUSTOM FIELDS  
Full Policy # Insured Driver Appraisal No Police Report

Reserve Bills Comp Sub Med Lit

## Claim Reports

Create and view reports with filtering and grouping options. Detailed reserve history, subrogation and recovery reports are also available.

https://dmo.claimplot.com/R/default.aspx?rptgrp=Reports

Reports

Claim Loss Run Summary 2 (Graph)

Selection  
Administrator Id \*  
Claim Id \*  
Client Id \*  
Claim Status \* Open  
Hierarchy 1 \*  
Date Occurrence \* (Last Year)  
Curr Start/End (This Year)  
Incurred \* 0.10000000

Formatting  
Group: Client Id  
Break After: No Page Breaks  
Show: Claims  
Sort: Claim  
Title: Claim Loss Run Summary  
DHTML

Save Parameters

Schedule  
The Parameters must be saved before a schedule can be created.

Status	Report	Name	RunTime
	Claim Loss Run Summary 2 (Graph)		12/02/2016 9:14 AM
	Claim Activity		10/01/2013 12:25 PM

Once set up, reports can be saved to be run again later or scheduled to run automatically and be emailed or uploaded via FTP.

## Claim Notes

The diary / notes unifies all activities and communications for the claim from Adjusters, Legal and Case Managers. This can be searched or filtered by date range, user, or key word.

Date	User	Status
Due - 10/09/2013	Anderson, Jeff	Legal
Due - 10/16/2013 10:46 AM	Anderson, Jeff	Legal
Due - 10/16/2013 10:48 AM	Anderson, Jeff	Legal
Due - 11/11/2013	Anderson, Jeff	Action Plan
Due - 11/11/2013	Anderson, Jeff	Action Plan
Due - 11/11/2013	Anderson, Jeff	Action Plan
Due - 11/13/2013	Anderson, Jeff	Action Plan
Due - 11/20/2013	Anderson, Jeff	Action Plan

## Medical History

View medical information including drugs prescribed, dispensing, procedures, referrals, physicians and nurse's notes, expenses and amounts paid.

**Med**  
 10.1.1.WC Springer, Justin Loaded 1 record.

Q Filters ▾ New Save Undo Delete

1 Hospital ID:	37 <a href="#">Edit</a>	Alabama Orthopaedic Clinics	MobAL	Patient No.:	Medical Codes:
Doctor ID:	33 <a href="#">Edit</a>	Dr. Flo Garcia	HouTX garciaf	Date Range:	

Medical Action: *told patient to toughen up*

Treatment: *ice it*

# Sample Reports

Redact for public disclosure

## Hammerman & Gainer, Inc. New Orleans

1010 Common Street, Suite 2600  
New Orleans, LA 701122429

Prepared: 01/20/2017  
Page 1 of 2

Administrator Id: \*  
 Claim Id: \*  
 Claim Type Id: AL\*

Date Occurrence: 03/01/2016\_03/31/2016  
 Curr Start/Loss End: 01/01/1900\_01/20/2017  
 Client Id: 68  
 Claim Status: Closed

Groups: Claim Status, Claim Type  
 Sort On: Date Occurrence, Claim Stat.  
 Show:

Claim No	Client File No	Adjuster	Loss Date	Status	Part of Body	Paid	Open	Recovery	Total
Description	Sex	DOB	Date Received	Policy	Nature of Injury	This	Reserve		Incurred
				Lost Days	Cause of Injury/Period	Period			
<b>Closed</b>									
<b>ALBI</b>									
1.52057.68.ALBI	1.51927.68	mccoyym	03/09/2016	C-04/06/2016					
Reed, Alvin		-	03/09/2016	68					
Each person said they went into each other's lane-Truck #276-Regnald Gillum-Driver									
					Bodily Injury	0.00	0.00	0.00	0.00
					Expenses	0.00	0.00	0.00	0.00
					Legal	0.00	0.00	0.00	0.00
					Property Damage	0.00	0.00	0.00	0.00
<b>ALPD</b>									
1.52051.68.ALBI	1.52048.68	mccoyym	03/31/2016	C-06/06/2016					
Washington, Terrell		-	04/01/2016	68					
Operator in truck #225, hit claimant in rear causing him to hit vehicle in front of him. Marshall Powell-driver.									
					Bodily Injury	0.00	0.00	0.00	0.00
					Expenses	0.00	0.00	0.00	0.00
					Legal	0.00	0.00	0.00	0.00
					Property Damage	0.00	0.00	0.00	0.00
<b>Totals For ALBI -- 2 Claims: Open 0 Closed 2</b>									
<b>ALPD</b>									
1.51905.68.ALPD		mccoyym	03/03/2016	C-03/23/2016					
Sturgent, Shakaria		-	03/07/2016	68					
Backhoe hit claimant's vehicle.									
					Bodily Injury	0.00	0.00	0.00	0.00
					Expenses	125.00	0.00	0.00	125.00
					Legal	0.00	0.00	0.00	0.00
					Property Damage	1,420.40	0.00	0.00	1,420.40
						1,545.40	0.00	0.00	1,545.40
<b>ALPD</b>									
1.51927.68.ALPD		mccoyym	03/09/2016	C-04/06/2016					
Reed, Alvin		-	03/09/2016	68					
Each person said they went into each other's lane-Truck #276-Regnald Gillum-Driver									
					Bodily Injury	0.00	0.00	0.00	0.00
					Expenses	0.00	0.00	0.00	0.00
					Legal	0.00	0.00	0.00	0.00
					Property Damage	0.00	0.00	0.00	0.00

Page 1 of 2

Claim No Claimant Description	Client File No Sex DOB	Adjuster SSN	Loss Date Date Received	Status Policy Lot# Days	Part of Body Nature of Injury Cause of Injury/Period	Paid To Date	Open Reserve	Recovery	Total Incurred
1.51947.68 ALPD Dvorak, Fern Operator hit a parked vehicle. Truck #386-Thomas Lowell-driver.	mccoyym --	03/14/2016 03/15/2016	C-04/05/2016 68	Bodily Injury Expenses Legal Property Damage	0.00 125.00 0.00 1,695.73 1,820.73	0.00 125.00 0.00 1,695.73 1,820.73	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 125.00 0.00 1,695.73 1,820.73
1.52000.68 ALPD Schmidgall, Eric Operator hit claimant's vehicle. Jarred Daggs-driver.	mccoyym --	03/21/2016 03/22/2016	C-06/13/2016 68	Bodily Injury Expenses Legal Property Damage	0.00 125.00 0.00 3,329.42 3,454.42	0.00 125.00 0.00 3,329.42 3,454.42	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 125.00 0.00 3,329.42 3,454.42
1.52048.68 ALPD Washington, Terrell Operator in truck #225, hit claimant in rear causing him to hit vehicle in front of him. Marshall Powell-driver.	mccoyym --	03/31/2016 04/01/2016	C-07/25/2016 68	Bodily Injury Expenses Legal Property Damage	0.00 212.00 0.00 16,133.14 16,345.14 23,165.69	0.00 212.00 0.00 16,133.14 16,345.14 23,165.69	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 212.00 0.00 16,133.14 16,345.14 23,165.69
<b>Totals For ALPD -- 5 Claims: Open 0 Closed 5</b>									
<b>Totals For Closed -- 7 Claims</b>									
<b>Totals For Closed -- 7 Claims</b>									
<b>Totals For Loss Run -- 7 Listed Claims: Open 0 Closed 7</b>									
All Claims Bucket Totals									
<b>All Claims Totals</b>									

**Hammerman & Gainer, Inc. New Orleans**  
 1010 Common Street, Suite 2600  
 New Orleans, LA 701122429

Prepared: 01/20/2017  
 Page 1 of 1

Administrator Id.:  
 Claim Id.:  
 Claim Type Id.: AL\*

Date Occurrence: 01/01/2016..02/28/2016  
 Curr Start/Loss End: 01/01/1900..01/20/2017  
 Client Id: 68  
 Claim Status: Open

Grains: Claim Status, Claim Typ  
 Sort (n): Date Occurrence, Claim Stati  
 Show

Claim No Claimant Description	Client File No Sex DOB	Adjuster SSN	Loss Date Date Received	Status Policy Lost Days	Part of Body Nature of Injury, This Cause of Injury/Period	Paid To Date	Open Reserve	Recovery	Total Incurred
<b>Open</b>									
<b>ALBI</b>									
1.51806.68.ALBI	1.51806.68	mccoyym	02/12/2016	Open		0.00	7,500.00	0.00	7,500.00
Baham, Stephen		-	02/18/2016	68		0.00	0.00	0.00	0.00
Operator of truck #432 hit adverse vehicle, Kevin Franklin-driver					Bodily Injury Expenses	0.00	0.00	0.00	0.00
					Legal	0.00	0.00	0.00	0.00
					Property Damage	0.00	0.00	0.00	0.00
						0.00	7,500.00	0.00	7,500.00
						0.00	7,500.00	0.00	7,500.00
<b>Totals For ALBI -- 1 Claims: Open 1 Closed 0</b>									
<b>ALPD</b>									
1.51806.68.ALPD		mccoyym	02/12/2016	Open		0.00	0.00	0.00	0.00
Baham, Stephen		-	02/18/2016	68		212.00	0.00	0.00	212.00
Operator of truck #432 hit adverse vehicle, Kevin Franklin-driver					Bodily Injury Expenses	0.00	0.00	0.00	0.00
					Legal	212.00	0.00	0.00	212.00
					Property Damage	15,815.48	2,684.52	0.00	18,500.00
						16,027.48	2,684.52	0.00	18,712.00
						16,027.48	2,684.52	0.00	18,712.00
<b>Totals For ALPD -- 1 Claims: Open 1 Closed 0</b>									
<b>Totals For Open -- 2 Claims</b>									
					Bodily Injury Expenses	0.00	7,500.00	0.00	7,500.00
					Legal	212.00	0.00	0.00	212.00
					Property Damage	15,815.48	2,684.52	0.00	18,500.00
						16,027.48	10,194.52	0.00	26,212.00
<b>Totals For Open -- 2 Claims</b>									
<b>Totals For Loss Run -- 2 Listed Claims: Open 2 Closed 0</b>									
					All Claims Bucket Totals				
					Bodily Injury Expenses	0.00	7,500.00	0.00	7,500.00
					Legal	212.00	0.00	0.00	212.00
					Property Damage	15,815.48	2,684.52	0.00	18,500.00
						16,027.48	10,194.52	0.00	26,212.00
<b>All Claims Totals</b>									

Redact for public disclosure

Page 1 of 1

## Danson Montgomery & Oliver

Telephone: (972) 597-3900  
 Fax: (972) 597-3901

333 Beltway  
 Dallas, TX 78888

Page 1 of 2  
 Monday, December 09, 2013  
 10:13:14AM

### Check Register

Bank Acct. Number: 598880377

Client: Quicksberg ISD

Transaction Date Start: 01/01/2008..12/31/2008

<u>Claim</u>	<u>CheckNo</u>	<u>Recipient</u>	<u>Insured</u>	<u>Service Start</u>	<u>Check Date</u>	<u>Amount</u>
<u>Loss Date</u>	<u>Pay Type</u>	<u>Claimant</u>		<u>Service End</u>	<u>Auth Id</u>	
33.43	10001	Cindy Crawford	Quicksberg	06/12/2008	07/16/2008	245.00
01/01/2008	TIBS	C. Crawford		06/18/2008	barrya	
33.43	10002	Cindy Crawford	Quicksberg	06/19/2008	07/16/2008	245.00
01/01/2008	TIBS	C. Crawford		06/25/2008	barrya	
33.43	10003	Cindy Crawford	Quicksberg	06/26/2008	07/16/2008	245.00
01/01/2008	TIBS	C. Crawford		07/02/2008	barrya	
33.43	10004	Cindy Crawford	Quicksberg	06/05/2008	07/16/2008	245.00
01/01/2008	TIBS	C. Crawford		06/11/2008	barrya	
33.43	10005	Cindy Crawford	Quicksberg	07/03/2008	07/16/2008	245.00
01/01/2008	TIBS	C. Crawford		07/09/2008	barrya	
33.43	10006	Cindy Crawford	Quicksberg	07/10/2008	07/16/2008	245.00
01/01/2008	TIBS	C. Crawford		07/16/2008	barrya	
33.43	10007	Cindy Crawford	Quicksberg	08/07/2008	08/15/2008	245.00
01/01/2008	TIBS	C. Crawford		08/13/2008	barrya	
33.51	10008	Saint Josephs Hospital	Quicksberg	01/07/2008	08/19/2008	350.00
01/01/2008	Medical	L. Lopez		01/07/2008	barrya	
33.47	10009	Gabriella Garza	Quicksberg	01/12/2008	12/18/2008	358.83
01/01/2008	TTD	G. Garza		01/18/2008	barrya	
33.47	10010	Gabriella Garza	Quicksberg	01/19/2008	12/18/2008	358.83
01/01/2008	TTD	G. Garza		01/25/2008	barrya	
33.47	10011	Gabriella Garza	Quicksberg	01/26/2008	12/18/2008	358.83
01/01/2008	TTD	G. Garza		02/01/2008	barrya	
33.47	10012	Gabriella Garza	Quicksberg	01/05/2008	12/18/2008	358.83
01/01/2008	TTD	G. Garza		01/11/2008	barrya	
33.47	10013	Gabriella Garza	Quicksberg	02/02/2008	12/18/2008	358.83
01/01/2008	TTD	G. Garza		02/08/2008	barrya	
33.14	10014	Fred Fredrick	Quicksberg	10/05/2008	12/18/2008	625.00
01/01/2008	SIBS	F. Fredrick		10/25/2008	barrya	
33.11	10015	Dan Deale	Quicksberg	11/24/2008	12/18/2008	266.66
01/01/2008	PPD	D. Deale		12/07/2008	barrya	
33.11	10016	Donna Deale Minor	Quicksberg	11/24/2008	12/18/2008	100.00
01/01/2008	PPD	D. Deale		12/07/2008	barrya	
33.11	10017	John Deale Minor Child	Quicksberg	11/24/2008	12/18/2008	100.00
01/01/2008	PPD	D. Deale		12/07/2008	barrya	
33.11	10018	Dan Deale	Quicksberg	11/21/2008	12/18/2008	57.14
01/01/2008	PPD	D. Deale		11/23/2008	barrya	
33.11	10019	Donna Deale Minor	Quicksberg	11/21/2008	12/18/2008	21.43
01/01/2008	PPD	D. Deale		11/23/2008	barrya	
33.11	10020	John Deale Minor Child	Quicksberg	11/21/2008	12/18/2008	21.43
01/01/2008	PPD	D. Deale		11/23/2008	barrya	
33.11	10021	Dan Deale	Quicksberg	11/01/2008	12/18/2008	2,500.00
01/01/2008	LIBS	D. Deale		11/01/2008	barrya	
33.11	10022	Dan Deale	Quicksberg	12/08/2008	12/18/2008	266.66
01/01/2008	PPD	D. Deale		12/21/2008	barrya	
33.11	10023	Donna Deale Minor	Quicksberg	12/08/2008	12/18/2008	100.00
01/01/2008	PPD	D. Deale		12/21/2008	barrya	
33.11	10024	John Deale Minor Child	Quicksberg	12/08/2008	12/18/2008	100.00
01/01/2008	PPD	D. Deale		12/21/2008	barrya	

## Attachments

In this section you will find all required forms and documents to consider HGI's proposal responsive.

Addenda

Non-Collusion Affidavit

Certificate on Primary Debarment

Certificate on Primary Debarment - Lower Tier

Certification of Restrictions of Lobbying

Participant Information Form

Certificate Insurance

Consultant Form

Secretary of State Good Standing Letter

HGI TPA License

Southern Region Minority Supplier Developmental Council Certification

# Addenda

## 1.15 ADDENDA

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

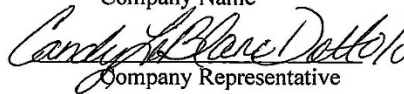
Addendum No. 1, dated 10/24/2024

Addendum No. 2, dated 10/26/2024

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

Hammerman & Gainer, LLC

Company Name



Company Representative

REGIONAL TRANSIT AUTHORITY  
THIRD PARTY ADMINISTRATOR AL GL WC  
RFP 2024-028



**Non-Collusion Affidavit**

NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH OF Orleans

Candy Dottolo, being first duly sworn, deposes and says that:

- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of Hammerman & Gainer, 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: Candy Dottolo

Title: Corporate Secretary / Designated Signature Authority

Sworn to me and subscribed in my presence this 15<sup>th</sup> day of October, A.D.,

Veleka Es  
NOTARY PUBLIC

VELEKA ESQUIDE #20145  
Notary Public  
State of Louisiana  
My Commission is issued for Life

## Certification On Primary Participant Regarding Debarment

### 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 principals:

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 Hammerman & Gainer, LLC.

ADDRESS 2400 Veteran Memorial Blvd Ste 510 Kenner, La 70062

DATE September 24, 2024

  
Signature of Offeror's Authorized Representative

## Certification Regarding Debarment – Lower Tier

**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 Hammerman & Gainer, LLC

ADDRESS 2400 Veteran Memorial Blvd Ste 510 Kenner, La 70062

DATE September 24, 2024



Signature of Offeror's Authorized Representative

# Certification of Restrictions on Lobbying

## CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Candy Dottolo, Designated Signature Authority hereby certify on  
(Name and Title of Offeror Official)  
behalf of Hammerman & Gainer, 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-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed this 24th day of September, 2024.

BY: Candy Dottolo

Witnesses: Karla A. W.  
(Signature of Authorized Official)

Administrative Support  
(Title of Authorized Official)

Sworn to and subscribed before me on this 25th day of September, 2024

Notary Public In and For Orleans Parish/County

State of Louisiana

\* Velicka Estande attorney/notary

# Participant Information Form

## 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 CBI Managed Care, LLC

Firm Address 104 Pinehurst Ave. New Orleans, La 70131

Telephone Number 225-205-8877

Fax Number 504-246-0434

E-Mail Address michelleb@hgi-global.com

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

Age of the firm 5 Years

Annual gross receipts of the firm \$35,000

Prime or Sub-Contractor Sub-Contractor

NAICS code (s) 561110, 541614, 551114, 523920, 611430

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

Signature 

Title Operations Manager

Date September 24, 2024

RTA Project No. 2024-028

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

# Certificate of Insurance



HAMM&GA-01

SPIRO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/24/2024

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 McClure, Bomar, and Harris LLC 900 Pierremont Rd, Suite 200 Shreveport, LA 71106	CONTACT NAME: <b>Sara Piro</b>	
	PHONE (A/C, No, Ext): <b>(318) 869-2525</b> FAX (A/C, No): <b>(318) 869-6220</b>	
	E-MAIL ADDRESS: <b>sarapiro@mbhinsurance.com</b>	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED  HGI Global, Inc. 2400 Veterans Blvd, Suite 510 Kenner, LA 70062	INSURER A: <b>Continental Casualty Insurance</b>	<b>20443</b>
	INSURER B: <b>Evanston Insurance Company</b>	<b>35378</b>
	INSURER C: <b>Zurich American Insurance Co</b>	<b>16535</b>
	INSURER D:	
	INSURER E:	
	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 WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			7015284973	7/28/2024	7/28/2025	EACH OCCURRENCE \$ 1,000,000 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 \$ 1,000,000 EMPLOYEE BENEFIT \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ.JECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7015287310	7/28/2024	7/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7015289543	7/28/2024	7/28/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			7015287159	7/28/2024	7/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liabili			MKLV3PE0005017	7/28/2024	7/28/2025	Limit 3,000,000
C	Crime			MPL654939515	7/28/2024	7/28/2025	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Cyber Liab- Obsidian Insurance Co., July 28, 2024 to 2025, Policy #OBDCBS46XMHY0F003, \$1,000,000 Limit

<b>CERTIFICATE HOLDER</b>  Regional Transit Authority Attn: Procurement Division 2817 Canal Street New Orleans, LA 70119	<b>CANCELLATION</b>  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 <i>Jeffrey S. Zeigler</i>
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ACORD 25 (2016/03)

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

a. Name and address of subconsultant or subcontractor	b. Specific work to be performed on this project	c. Worked with prime firm before?
CBI Managed Care, LLC Pinehurst Dr. New Orleans, La 70131	Medical and Vocational Case Management Services Worker's Compensation Utilization Review	Yes
Carlisle Medical 501 Boulevard Park East Mobile, AL 36609	Pharmacy Benefit Management Services	Yes
Accuro 2100 Wharton St, Suite 505 Pittsburg, PA 15203	Medical Bill Review Services	Yes
Case Experts 2920 N 7th Street West Monroe, La 701291	Medical and Vocational Case Management Services	Yes
Core Care P.O. Box 1201 Mandeville, LA 70470	Utilization Review	Yes



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

<p>a. Name and title: <b>Vanessa James Senior Vice President of Claims</b></p>	<p>a. Name and title: <b>Lori Bailey</b></p>
<p>b. Position or assignment for this project: <b>Project Manager</b></p>	<p>b. Position or assignment for this project: <b>Supervisor</b></p>
<p>c. Years of professional experience with this firm: <b>24</b> With other firms: <b>12</b></p>	<p>c. Years of professional experience with this firm: <b>1</b> With other firms: <b>35</b></p>
<p>d. Education: College or University/ Degree / Year / Specialization <b>University of New Orleans Masters of Business Administration Bachelor of Science, Business Administration and Management</b></p>	<p>d. Education: College or University/ Degree / Year / Specialization</p>
<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered <b>Comprehensive Claims Adjuster including Workers' Compensation, Automobile / General Liability, Property &amp; Casualty Producer, Life Producer (336425)</b></p>	<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered <b>Louisiana / Workers Comp / License Number 308665 / 2017</b></p>
<p>f. Experience and qualifications relevant to this project: <b>Vanessa has more than 36 years of broad and comprehensive Third-Party Administration experience. She is an accomplished Property &amp; Casualty Risk Management professional with extensive background in managing projects and overall claims administration.</b>  <b>Throughout her career, she expanded her knowledge which focused on providing sustainable customer service solutions and cost savings in an ever-changing environment using company driven innovations powered by diversity and a consistent record in investing in people, designing systems, and developing processes that deliver specific measurable and reliable outcomes.</b></p>	<p>f. Experience and qualifications relevant to this project: <b>Lori Bailey has 36 years of experience in the Claims Industry. She has a long history of claims handling and management. She can assist companies in maintaining a high standard of expertise and exceeding company goals.</b></p>

15. List work by firm and the firm's personnel to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

a. Project name, location, and owner's name	b. Reference contact name, telephone number, and e-mail	c. Project description	d. Nature of firm's responsibilities	e. Completion date (actual or estimate)	f. Estimated fees (000's)	
					Entire project	Firm's work
City of New Orleans	Pam Crocket 601-320-3121 pdcrocket@nola.gov	Worker's Compensation Automobile Liability Claim Services	Third Party Claims Administrator	Ongoing	2	Perpetual
City of Shreveport	Ronald Lattier 318-458-3956 rfl_esq@bellsouth.net rflattier.esq@gmail.com	Worker's Compensation Automobile/ General Liability Claim Services	Third Party Claims Administrator	Ongoing	1	Perpetual

CQ – 2012 Page 4

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

a. Project name, location, and owner's name	b. Nature of firm's responsibility	c. Indicate whether work completed as prime, subconsultant or joint venture	d. Percent complete	e. Estimated fees (000's)	
				Total fee	Fee remaining
City of New Orleans 1300 Perdido Street New Orleans, La 70112	Third Party Claims Administrator	Prime	Perpetual	2	Perpetual
Orleans Parish School Board	Third Party Claims Administrator	Prime	Perpetual	. 4	Perpetual
New Orleans Sewerage & Water Board	Third Party Claims Administrator	Prime	Perpetual	. 2	Perpetual

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

Our firm is well-positioned to successfully execute the proposed project due to a combination of industry expertise, experienced personnel, and robust resources. Our firm is fully equipped with the resources, personnel, and expertise needed to exceed your expectations for the proposed project. We look forward to the opportunity to bring this unique combination of capabilities to your project.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethical conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:6.1, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.

20. The forgoing is a statement of facts.

Signature: *Candy LeBlanc Datto*  
Typed Name: Candy LeBlanc Datto

Date: 9-24-2024  
Title: Designated Signature Authority

CQ – 2012 Page 6



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

a. Name and address of subconsultant or subcontractor	b. Specific work to be performed on this project	c. Worked with prime firm before?
N/A		

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

<p>a. Name and title: <b>Michele Brown, Operations Manager</b></p>	<p>a. Name and title:</p>
<p>b. Position or assignment for this project: <b>Return To Work Specialist</b></p>	<p>b. Position or assignment for this project:</p>
<p>c. Years of professional experience with this firm: <b>20</b> With other firms: <b>14</b></p>	<p>c. Years of professional experience with this firm: With other firms:</p>
<p>d. Education: College or University/ Degree / Year / Specialization <b>Edinboro University of Penna./MA Rehab Counseling/1986/Industrial Injured employees/Early Return to work programming.</b></p>	<p>d. Education: College or University/ Degree / Year / Specialization</p>
<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered <b>LA, Licensed Rehabilitation Counselor/615 National Certification: Certified Rehabilitation Counselor/2426</b></p>	<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered</p>
<p>f. Experience and qualifications relevant to this project: <b>Michele Brown has over 30-years extensive expertise concerning health care program development/ implemetation/management, and evaluation. Ms. Brown has a bacground in Workers Compensation concepts, practices, and procedure. She is results-driven professional promotion of quality achievements and performance. She has demonstrated exceptonal problem solving with the ability to translate essential protocol into achievable outcomes. She also has substantial experience communicating with managers and staff to ensure the highest quality standards are maintained.</b>  <b>Ms. Brown has developed Early Return to work and Transitional Duty Programs which assist injured workers to return to medical suitable employment. She designs comprehensive Managed Care programs for Employers, Self-Insureds and Third-Party Administrators. Programs involving; Transitional Duty, Return-to-Work, Reentry (Incarcerated individuals) and Veterans Re-employment. She also develops/coordinates and evaluates Worker's Compensation services to include: Bill Review, Medical Case Management, Vocational Rehabilitation, Utilization Review and Cost Containment. Collaborate with local, state, federal and community resources to develop employment/placement opportunities. Provided expert testimony as required to substantiate reports and/or vocational service delivery.</b></p>	<p>f. Experience and qualifications relevant to this project:</p>

15. List work by firm and the firm's personnel to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

a. Project name, location, and owner's name	b. Reference contact name, telephone number, and e-mail	c. Project description	d. Nature of firm's responsibilities	e. Completion date (actual or estimate)	f. Estimated fees (000's)	
					Entire project	Firm's work
Worker's Compensation Claims Administration - 44778 City of New Orleans	Contract Administrator	Claim Administration	Develop, implement, coordinate and evaluate Worker's Comp Transitional Duty Program	Ongoing	6	\$60,000

CQ-2012 Page 4



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

a. Project name, location, and owner's name	b. Nature of firm's responsibility	c. Indicate whether work completed as prime, subconsultant or joint venture	d. Percent complete	e. Estimated fees (000's)	
				Total fee	Fee remaining
Worker's Compensation Claims Administration-4778 City of New Orleans	Develop, implement, coordinate and evaluate Worker's Comp Transitional Duty Program	Subconsultant	Ongoing	. 6	\$60,000

CQ – 2012 Page 5

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethical conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:611, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.

20. The forgoing is a statement of facts.


Signature: Michele Brown  
Typed Name: Michele Brown

Date: 10/9/2024  
Title: Operations Manager

CQ - 2012 Page 6

**FORM CQ - 2012**

**Instructions:** The prime, each subconsultant, and any other tier subconsultant must submit a fully completed CQ-2012 form. All items requested on the form are required, if an item is not applicable, respondents are instructed to enter N/A. Each prime firm participating as a joint venture should complete a separate CQ-2012 form and indicate on the form in item 10 that the response is a joint venture.

<p align="center"><b>Regional Transit Authority</b> Contractor/Consultant Questionnaire CQ-2012</p> 	<p>1. Project name, project number and date of submittal:</p> <p>NEW ORLEANS REGIONAL TRANSIT AUTHORITY THIRD PARTY ADMINISTRATOR OF AUTOMOBILE GENERAL LIABILITY AND WORKERS' COMPENSATION CLAIMS RFP 2024 -028</p>	<p>2. Official name of firm, indicate if prime or subconsultant:</p> <p><b>Carlisle Medical Inc</b></p>	<p>3. Address of office to perform work:</p> <p><b>501 Boulevard Park East Mobile, Alabama 36609</b></p>																																																																
<p>4. Name of parent company, if any:</p> <p><b>Same as above</b></p>	<p>5. Location of headquarters (city):</p> <p><b>Same as above</b></p>	<p>6. Name, title, and telephone number of principal contact:</p> <p><b>Jeff Carlisle 800.553.1783</b></p>	<p>7. Name, title, and telephone number of project manager:</p> <p><b>Tami Bell - Dembski 800.553.1783 251-525-1021 (cell)</b></p>																																																																
<p>8. Specify Type of Business Entity:</p> <p><input checked="" type="radio"/> Corporation</p> <p><input type="radio"/> Proprietorship</p> <p><input type="radio"/> Partnership</p> <p><input type="radio"/> Limited Liability Corporation (LLC)</p> <p><input type="radio"/> Other _____</p>	<p>9. Indicate Special Status:</p> <p><input checked="" type="checkbox"/> Small business</p> <p><input type="checkbox"/> Minority-owned business</p> <p><input type="checkbox"/> Woman-owned business</p>	<p>10. Indicate certifications held regarding special status:</p> <p><input type="checkbox"/> SBE certified</p> <p><input type="checkbox"/> SLDBE certified</p> <p><input type="checkbox"/> LAUCP certified</p>	<p>11. Is this submittal a joint venture (JV)?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If so, has the JV worked together before?</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>Indicate the legal name of the JV:</p>																																																																
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13. List all outside subcontractors or subconsultants you intend to employ for this project.

a. Name and address of subconsultant or subcontractor	b. Specific work to be performed on this project	c. Worked with prime firm before?
None		

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

<p>a. Name and title: <b>Jeff Carlisle</b></p>	<p>a. Name and title: <b>Heidi Dufrene, PharmD</b></p>
<p>b. Position or assignment for this project: <b>Vice President</b></p>	<p>b. Position or assignment for this project: <b>Manager Pharmacy Department</b></p>
<p>c. Years of professional experience with this firm: <b>19.5</b> With other firms: <b>10</b></p>	<p>c. Years of professional experience with this firm: <b>10</b> With other firms: <b>7</b></p>
<p>d. Education: College or University/ Degree / Year / Specialization <b>Auburn University</b> <b>B.A. - Management Information Systems</b></p>	<p>d. Education: College or University/ Degree / Year / Specialization Xavier University of Louisiana College of Pharmacy, New Orleans, LA * Doctor of Pharmacy Centenary College of Louisiana, Shreveport, LA * Bachelors of Arts in Religious Studies</p>
<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered <b>N/A</b></p>	<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered <b>Pharmacist Licenses - Louisiana #018312</b></p>
<p>f. Experience and qualifications relevant to this project: <b>Jeff Carlisle joined Carlisle Medical in 2005. Using his experience and knowledge of information systems, he assumed the role of IT Director at Carlisle where he developed Carlisle's current analytic software and continues to oversee strategic technology issues.</b> <b>As a member of executive management at Carlisle Medical, he has been instrumental in developing strategic methodology of Managed Care delivery to carriers and injured workers. His experience with healthcare professionals and research into the work comp industry provided the inspiration to author and publish informative white papers that provide an in-depth insight into the challenges facing the industry, while also offering solutions to rising costs. Jeff recently authored and published "Fighting the War on Opioids" in the Workers Compensation Industry. This white paper's informative approach gives the reader an up-close view at the opioid epidemic facing the nation.</b></p>	<p>f. Experience and qualifications relevant to this project: <b>Heidi D. Dufrene, Pharm.D., is the Pharmacy Director with Carlisle Medical, Inc. She received her Doctor of Pharmacy degree from Xavier University of Louisiana College of Pharmacy where she graduated magna cum laude and was also a Rho Chi Honor Society member. Heidi currently holds 9 pharmacy licensures from the following states: Alabama, Arkansas, Louisiana, Maryland, Michigan, Mississippi, Oklahoma, Texas and West Virginia. She serves as a member of Carlisle Medical's P&amp;T Committee. Heidi is a key member of Carlisle Medical's Pharmacy Team. She has years of experience in the workers compensation industry assisting clients with controlling costs and serving injured workers to achieve better outcomes.</b></p>

15. List work by firm and the firm's personnel to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

a. Project name, location, and owner's name	b. Reference contact name, telephone number, and e-mail	c. Project description	d. Nature of firm's responsibilities	e. Completion date (actual or estimate)	f. Estimated fees (000's)	
					Entire project	Firm's work
Work Comp Medical Provider	Tami Bell - Dembski 1/800-488-8543 251-525-1021 (cell)	2023 Pharmacy & Durable Medical Equipment	Pharmacy & Durable Medical Equipment	2023-2024	NA	65

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

a. Project name, location, and owner's name	b. Nature of firm's responsibility	c. Indicate whether work completed as prime, subconsultant or joint venture	d. Percent complete	e. Estimated fees (000's)	
				Total fee	Fee remaining
Work Comp Medical Provider	2024 YTD Pharmacy & Durable Medical Equipment	Prime	Ongoing	52	NA

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

Carlisle Medical has been a leader in the workers' compensation industry for over 44 years. We provide tailored pharmacy management solutions that significantly reduce costs for our clients while ensuring high-quality care for injured workers.

Our experienced clinical team—comprising PharmD pharmacists, nurses, physician partners, technicians, and service representatives—will focus on delivering cost-effective pharmacy management services for our clients'.

Our Prescription Review Program has consistently generated substantial savings by recommending more cost-effective medication alternatives. We ensure that both prescribers and claimants receive the education necessary to support these recommendations.

Carlisle Medical is committed to providing a better customer claims experience by providing superior service and technology resources. Our culture and mission are designed around this concept. The processes we have in place ensure the injured worker is served while saving significant time and cost for our clients.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethical conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:6.1, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.

20. The forgoing is a statement of facts.

Signature:



Jeffrey D. Carlisle

Typed Name:

Jeffrey D. Carlisle

Date:

9/24/2024

Title:


Vice-President

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**FORM CQ - 2012**

**Instructions:** The prime, each subconsultant, and any other tier subconsultant must submit a fully completed CQ-2012 form. All items requested on the form are required, if an item is not applicable, respondents are instructed to enter N/A. Each prime firm participating as a joint venture should complete a separate CQ-2012 form and indicate on the form in item 10 that the response is a joint venture.

<p align="center"><b>Regional Transit Authority</b> Contractor/Consultant Questionnaire CQ-2012</p> 	<p>1. Project name, project number and date of submittal: NEW ORLEANS REGIONAL TRANSIT AUTHORITY THIRD PARTY ADMINISTRATOR OF AUTOMOBILE/GENERAL LIABILITY AND WORKERS' COMPENSATION CLAIMS RFP 2024 -028 DATE: SEPTEMBER 25, 2024</p>	<p>2. Official name of firm, indicate if prime or subconsultant: <b>accūrō Solutions, LLC.</b></p>	<p>3. Address of office to perform work: <b>2100 Wharton Street Suite 505 Pittsburgh, PA 15203</b></p>																																
<p>4. Name of parent company, if any: <b>N/A</b></p>	<p>5. Location of headquarters (city): <b>Pittsburgh, PA</b></p>	<p>6. Name, title, and telephone number of principal contact: <b>Sam Holland VP, Account Management (517) 420-0013</b></p>	<p>7. Name, title, and telephone number of project manager: <b>Sam Holland VP, Account Management (517) 420-0013</b></p>																																
<p>8. Specify Type of Business Entity:</p> <p><input type="radio"/> Corporation</p> <p><input type="radio"/> Proprietorship</p> <p><input type="radio"/> Partnership</p> <p><input checked="" type="radio"/> Limited Liability Corporation (LLC)</p> <p><input type="radio"/> Other _____</p>	<p>9. Indicate Special Status:</p> <p><input type="checkbox"/> Small business</p> <p><input type="checkbox"/> Minority-owned business</p> <p><input type="checkbox"/> Woman-owned business</p>	<p>10. Indicate certifications held regarding special status:</p> <p><input type="checkbox"/> SBE certified</p> <p><input type="checkbox"/> SLDBE certified</p> <p><input type="checkbox"/> LAUCP certified</p>	<p>11. Is this submittal a joint venture (JV)?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If so, has the JV worked together before?</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>Indicate the legal name of the JV:</p>																																
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13. List all outside subcontractors or subconsultants you intend to employ for this project.

a. Name and address of subconsultant or subcontractor	b. Specific work to be performed on this project	c. Worked with prime firm before?
N/A	N/A	N/A

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

<p>a. Name and title: <b>Sam Holland</b></p>	<p>a. Name and title: <b>BJ Dougherty</b></p>
<p>b. Position or assignment for this project: <b>VP, Account Management</b></p>	<p>b. Position or assignment for this project: <b>Chief Operating Officer</b></p>
<p>c. Years of professional experience with this firm: <b>3</b>      With other firms: <b>30</b></p>	<p>c. Years of professional experience with this firm: <b>4</b>      With other firms: <b>30</b></p>
<p>d. Education: College or University/ Degree / Year / Specialization <b>Ph.D. in Decision Sciences</b></p>	<p>d. Education: College or University/ Degree / Year / Specialization <b>Bachelor of Arts, University of Pittsburgh</b></p>
<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered · <b>Workers' Compensation, (CWCP) from Michigan State University,</b>  · <b>Total Quality Management from Indiana Wesleyan University</b>  · <b>an HIA from the Health Insurance Association of America.</b></p>	<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered</p>
<p>f. Experience and qualifications relevant to this project: - <b>Substantive experience with complex healthcare issues and the associated impact to injured workers.</b> - <b>Helps clients improve the management of their bill review and managed care programs</b> - <b>Assists clients with their day-to-day functions.</b> - <b>Former Vice President for Quality Improvement at Accident Fund Insurance Company of America in Lansing, Michigan.</b></p>	<p>f. Experience and qualifications relevant to this project: - <b>Oversee company operations and employee productivity, building a highly inclusive culture ensuring team members thrive and organizational outcomes are met.</b> - <b>Build and maintain trusted relationships with key customers, clients, partners, and stakeholders.</b> - <b>Ensure effective recruiting, onboarding, professional development, performance management, and retention.</b></p>

15. List work by firm and the firm's personnel to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

a. Project name, location, and owner's name	b. Reference contact name, telephone number, and e-mail	c. Project description	d. Nature of firm's responsibilities	e. Completion date (actual or estimate)	f. Estimated fees (000's)	
					Entire project	Firm's work
Athens Administrators	Leann Farlander (714) 740-1769 lfarlander@athensmci.com	Medical Bill Review PPO Cost Containment	Medical Bill Review PPO Cost Containment	November 2021 - present		
LWP Claims Solutions	Judy Adlam (800) 565-5694 j_adlam@lwpclaims.com	Medical Bill Review Cost Containment MPN PPO Negotiations	Medical Bill Review Cost Containment MPN PPO Negotiations	April 2022 - present		
Midwestern Insurance Alliance LLC	Marc Risen (502) 645-3544 mhrisen@midwesterninsurance.com	Medical Bill Review PPO Network Access	Medical Bill Review PPO Network Access	September 2021 - present		

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

a. Project name, location, and owner's name	b. Nature of firm's responsibility	c. Indicate whether work completed as prime, subconsultant or joint venture	d. Percent complete	e. Estimated fees (000's)	
				Total fee	Fee remaining
Pacific Claims Management	Medical Bill Review Cost Containment PPO	Prime	80%		

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17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethical conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:6.1, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.

20. The forgoing is a statement of facts.

Signature: Larry Brinton, Jr. Digitally signed by Larry Brinton, Jr.  
Date: 2024.09.24 16:29:04 -04'00'  
Typed Name: Larry Brinton, Jr.

Date: 09/24/2024  
Title: Chief Sales Officer

## FORM CQ - 2012

**Instructions:** The prime, each subconsultant, and any other tier subconsultant must submit a fully completed CQ-2012 form. All items requested on the form are required, if an item is not applicable, respondents are instructed to enter N/A. Each prime firm participating as a joint venture should complete a separate CQ-2012 form and indicate on the form in item 10 that the response is a joint venture.

<p style="text-align: center;"><b>Regional Transit Authority</b> Contractor/Consultant Questionnaire CQ-2012</p>	<p>1. Project name, project number and date of submittal: <b>THIRD PARTY ADMINISTRATOR AL GL WC REQUEST FOR PROPOSALS (RFP) #2024-028</b></p>	<p>2. Official name of firm, indicate if prime or subconsultant:  <b>Case Experts</b></p>	<p>3. Address of office to perform work: <b>2920 North 7th Street West Monroe, LA 71291</b></p>																																																																						
<p>4. Name of parent company, if any:</p>	<p>5. Location of headquarters (city): <b>2920 North 7th Street West Monroe, LA 71291</b></p>	<p>6. Name, title, and telephone number of principal contact: <b>Hannah Groan - (318) 301-1950</b></p>	<p>7. Name, title, and telephone number of project manager: <b>Hannah Groan - (318) 301-1950</b></p>																																																																						
<p>8. Specify Type of Business Entity:</p> <p><input type="radio"/> Corporation</p> <p><input type="radio"/> Proprietorship</p> <p><input type="radio"/> Partnership</p> <p><input type="radio"/> Limited Liability Corporation (LLC)</p> <p><input type="radio"/> Other</p>	<p>9. Indicate Special Status:</p> <p><input checked="" type="checkbox"/> Small business</p> <p><input type="checkbox"/> Minority-owned business</p> <p><input type="checkbox"/> Woman-owned business</p>	<p>10. Indicate certifications held regarding special status:</p> <p><input type="checkbox"/> SBE certified</p> <p><input type="checkbox"/> SLDBE certified</p> <p><input type="checkbox"/> LAUCP certified</p>	<p>11. Is this submittal a joint venture (JV)?</p> <p style="text-align: center;"><input type="radio"/> Yes    <input checked="" type="radio"/> No</p> <p>If so, has the JV worked together before?</p> <p style="text-align: center;"><input type="radio"/> Yes    <input type="radio"/> No</p> <p>Indicate the legal name of the JV:</p>																																																																						
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a. Name and address of subconsultant or subcontractor	b. Specific work to be performed on this project	c. Worked with prime firm before?
None		

CQ – 2012 Page 2



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

<p>a. Name and title: <b>Hannah Groan - Director of Operations</b></p>	<p>a. Name and title:</p>
<p>b. Position or assignment for this project: <b>Director of Operations</b></p>	<p>b. Position or assignment for this project:</p>
<p>c. Years of professional experience with this firm:                      With other firms:</p>	<p>c. Years of professional experience with this firm:                      With other firms:</p>
<p>d. Education: College or University/ Degree / Year / Specialization <b>University of Louisiana at Monroe (ULM)</b> <b>Bachelor of Science - Nursing</b></p>	<p>d. Education: College or University/ Degree / Year / Specialization</p>
<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered <b>Multi-State Registered Nurse License</b> <b>RN133972</b> <b>2011</b></p>	<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered</p>
<p>f. Experience and qualifications relevant to this project: <b>Duties:</b> <b>A</b>ssisting in Managing in day-to-day operations <b>R</b>eceiving and inputting orders <b>A</b>llied Service coordinator for Workers' Compensation patients <b>C</b>ommunication and coordination with Allied Service providers <b>A</b>ssist in drafting policies and procedures <b>Q</b>uality Assurance <b>I</b>nvoicing <b>M</b>anagement of Payment Reconciliation <b>T</b>raining <b>R</b>esearch to find the most cost effective product <b>R</b>egularly communicate and work alongside the claims adjuster <b>R</b>evision of medical records</p>	<p>f. Experience and qualifications relevant to this project:</p>

15. List work by firm and the firm's personnel to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

a. Project name, location, and owner's name	b. Reference contact name, telephone number, and e-mail	c. Project description	d. Nature of firm's responsibilities	e. Completion date (actual or estimate)	f. Estimated fees (000's)	
					Entire project	Firm's work
Walmart	Shelly Brenaman shelly.brenaman@walmart.com	Ancillary Services for Workers Comp	DME, Transportation, Translation, Home Health, PT, OT, Diagnostics			
LUBA Workers' Comp	Chris Kennedy ckennedy@lubawc.com	Ancillary Services for Workers Comp	DME, Transportation, Translation, Home Health, PT, OT, Diagnostics			
Entergy	Faye Lockett fross@entergy.com	Ancillary Services for Workers Comp	DME, Transportation, Translation, Home Health, PT, OT, Diagnostics			
LOCA	Esty Durst edurst@locaclaims.com	Ancillary Services for Workers Comp	DME, Transportation, Translation, Home Health, PT, OT, Diagnostics			
LAC - Claims	Tommy Green tfg@la-ag.com	Ancillary Services for Workers Comp	DME, Transportation, Translation, Home Health, PT, OT, Diagnostics			
The Gray Insurance Company	Andy Condrey acondrey@grayinsco.com	Ancillary Services for Workers Comp	DME, Transportation, Translation, Home Health, PT, OT, Diagnostics			

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

a. Project name, location, and owner's name	b. Nature of firm's responsibility	c. Indicate whether work completed as prime, subconsultant or joint venture	d. Percent complete	e. Estimated fees (000's)	
				Total fee	Fee remaining
See above					

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17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethical conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:6.1, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.


20. The forgoing is a statement of facts.

Signature: Scott Parker  
Typed Name: Scott A. Parker

Date: 9/24/2024  
Title: Owner

**FORM CQ - 2012**

**Instructions:** The prime, each subconsultant, and any other tier subconsultant must submit a fully completed CQ-2012 form. All items requested on the form are required, if an item is not applicable, respondents are instructed to enter N/A. Each prime firm participating as a joint venture should complete a separate CQ-2012 form and indicate on the form in item 10 that the response is a joint venture.

<p align="center"><b>Regional Transit Authority</b> Contractor/Consultant Questionnaire CQ-2012</p> 	<p>1. Project name, project number and date of submittal:</p> <p>NEW ORLEANS REGIONAL TRANSIT AUTHORITY THIRD PARTY ADMINISTRATOR OF AUTOMOBILE GENERAL LIABILITY AND WORKERS' COMPENSATION CLAIMS RFP 2024 -028</p>	<p>2. Official name of firm, indicate if prime or subconsultant:</p> <p>CoreCare Management, LLC</p>	<p>3. Address of office to perform work:</p> <p>Main Office: 700 Mariners Plaza Drive, Suite 70, Mandeville, LA 70448</p>																																																																								
<p>4. Name of parent company, if any:</p> <p>n/a</p>	<p>5. Location of headquarters (city):</p> <p>See box 3</p>	<p>6. Name, title, and telephone number of principal contact:</p> <p>Jeannie Lillis, MHS, CCM, CRC, LRC President, Case Manager 504-858-7832</p>	<p>7. Name, title, and telephone number of project manager:</p> <p>Jeannie Lillis, MHS, CCM, CRC, LRC President, Case Manager 504-858-7832</p>																																																																								
<p>8. Specify Type of Business Entity:</p> <p><input type="radio"/> Corporation</p> <p><input type="radio"/> Proprietorship</p> <p><input type="radio"/> Partnership</p> <p><input checked="" type="radio"/> Limited Liability Corporation (LLC)</p> <p><input type="radio"/> Other</p>	<p>9. Indicate Special Status:</p> <p><input type="checkbox"/> Small business</p> <p><input type="checkbox"/> Minority-owned business</p> <p><input type="checkbox"/> Woman-owned business</p>	<p>10. Indicate certifications held regarding special status:</p> <p><input type="checkbox"/> SBE certified</p> <p><input type="checkbox"/> SLDBE certified</p> <p><input type="checkbox"/> LAUCP certified</p>	<p>11. Is this submittal a joint venture (JV)?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If so, has the JV worked together before?</p> <p><input type="radio"/> Yes <input type="radio"/> No</p> <p>Indicate the legal name of the JV:</p> <p>n/a</p>																																																																								
<p>12. List full-time personnel by primary function. Count each only once.</p> <table border="1"> <thead> <tr> <th>#</th> <th>Function (e.g. civil engineer)</th> <th>#</th> <th>Function (e.g. civil engineer)</th> <th>#</th> <th>Function (e.g. civil engineer)</th> <th>#</th> <th>Function (e.g. civil engineer)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Jeannie Lillis, Vocational Case Manager</td> <td>2</td> <td>Alicia Edens, Nurse Case Manager</td> <td>3</td> <td>Elliot LeNormand, Utilization Review, MSA</td> <td>4</td> <td>Dincy Gendron, Nurse Case Manager</td> </tr> <tr> <td>5</td> <td>Rusty Picune, Vocational Case Manager</td> <td>6</td> <td>Sinal Quinn, Nurse Case Manager</td> <td>7</td> <td>Janene Dunaway, Nurse Case Manager</td> <td>8</td> <td>Shelley Branley, Vocational Case Manager</td> </tr> <tr> <td>9</td> <td>Charolette Patrick, Bill Review</td> <td>10</td> <td>Liz Warren, Bill Review</td> <td>11</td> <td>Mary Michel, Admin</td> <td>12</td> <td>Dorina Jardine, Admin</td> </tr> <tr> <td>13</td> <td>John Kooke, Life Care Planner</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>13</td> <td>Total Personnel Domiciled in LA</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>14</td> <td>Total Personnel</td> </tr> </tbody> </table>				#	Function (e.g. civil engineer)	#	Function (e.g. civil engineer)	#	Function (e.g. civil engineer)	#	Function (e.g. civil engineer)	1	Jeannie Lillis, Vocational Case Manager	2	Alicia Edens, Nurse Case Manager	3	Elliot LeNormand, Utilization Review, MSA	4	Dincy Gendron, Nurse Case Manager	5	Rusty Picune, Vocational Case Manager	6	Sinal Quinn, Nurse Case Manager	7	Janene Dunaway, Nurse Case Manager	8	Shelley Branley, Vocational Case Manager	9	Charolette Patrick, Bill Review	10	Liz Warren, Bill Review	11	Mary Michel, Admin	12	Dorina Jardine, Admin	13	John Kooke, Life Care Planner																													13	Total Personnel Domiciled in LA							14	Total Personnel
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						14	Total Personnel																																																																				

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

a. Name and address of subconsultant or subcontractor	b. Specific work to be performed on this project	c. Worked with prime firm before?
n/a CoreCare will be working the project with the employees noted in section 12, Louisiana.		

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

<p>a. Name and title: <b>Jeannie Lillis, MHS, CCM, CRC, LRC - President, Vocational</b></p>	<p>a. Name and title: <b>Alicia Edens, RN, CCM - Director of Case Management, Nur</b></p>
<p>b. Position or assignment for this project: <b>Contact Person</b></p>	<p>b. Position or assignment for this project: <b>Contact Person</b></p>
<p>c. Years of professional experience with this firm: <b>9</b> With other firms: <b>22</b></p>	<p>c. Years of professional experience with this firm: <b>9</b> With other firms: <b>22</b></p>
<p>d. Education: College or University/ Degree / Year / Specialization <b>Louisiana State University Health Sciences Center, New Orleans LA</b> <b>Master of Health Sciences -Rehabilitation Counseling - Graduation May 1994</b>  <b>University of New Orleans/Bachelor of Science/1992</b></p>	<p>d. Education: College or University/ Degree / Year / Specialization <b>Southeastern Louisiana University, Hammond LA</b> <b>Bachelor of Science in Nursing 1992</b></p>
<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered <b>CCM - Certified Case Manager: National Certification #15332, June 1, 1999 -Present</b>  <b>CRC - Certified Rehabilitation Counselor: National Certification #16332, October 31, 1990-Present</b>  <b>LRC - Licensed Rehabilitation Counselor: State Certification #456 (1994-Present)</b></p>	<p>e. Active registration or applicable certifications: State / Discipline/ License number / First year registered <b>RN - Louisiana/Registered Nurse: License #: RN073144, Issued 3/17/1993</b>  <b>CCM - Certified Case Manager: National Certification 44923, June</b></p>
<p>f. Experience and qualifications relevant to this project: <b>Over 30 years of medical case management and vocational experiences working with individuals injured on the job.</b>  <b>Established return to work programs for New Orleans based business, including municipalities and private businesses.</b>  <b>Experience with working with the care team to modify jobs to facilitate return to work.</b></p>	<p>f. Experience and qualifications relevant to this project: <b>Medical/Nurse case management experience.</b></p>

15. List work by firm and the firm's personnel to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

a. Project name, location, and owner's name	b. Reference contact name, telephone number, and e-mail	c. Project description	d. Nature of firm's responsibilities	e. Completion date (actual or estimate)	f. Estimated fees (000's)	
					Entire project	Firm's work
Boh Brothers New Orleans LA	Jeff Clements	Completed job assessments for all full time positions as well as established the transitional duty position. Provided medical case management as indicated.	Case management-Medical and Vocational	Ongoing	8	Ongoing
New Orleans Fire Department Volunteered Time-NO Charge	Terry Gaines	Completed job descriptions for return to work program for firefighters	Return to Work	2004 est	0	Ongoing
LLWCC Baton Rouge	Jill Leonard, VP	Provide ongoing services to support achieving maximum medical improvement and return to the workforce for individuals injured on the job.	Case management - Vocational and Medical.	Ongoing	Fixed Rate	Ongoing
LUBA Baton Rouge	Chris Kennedy, VP	Provide ongoing services to support achieving maximum medical improvement and return to the workforce for individuals injured on the job.	Case management - Vocational and Medical. MSA	Ongoing	85 hrly	Ongoing

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

a. Project name, location, and owner's name	b. Nature of firm's responsibility	c. Indicate whether work completed as prime, subconsultant or joint venture	d. Percent complete	e. Estimated fees (000's)	
				Total fee	Fee remaining
N/A ongoing fee for service contracts with various employers and insurance companies.	Medical and Vocational Case Management Services MSA Bill Review Life Care Planning Utilization Review				

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation, if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethical conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:6.1, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.

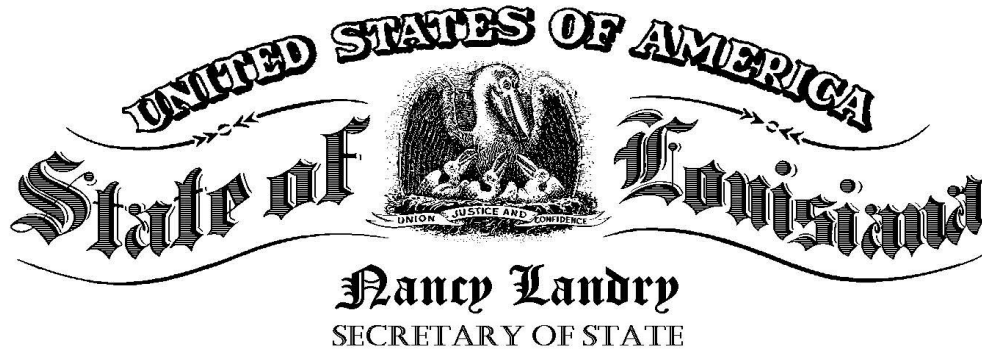
20. The forgoing is a statement of facts.

Signature:   
Typed Name: Jeannie Lillis

Date: 10/10/24  
Title: President

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Secretary of State – Good Standing Letter



*As Secretary of State of the State of Louisiana I do hereby Certify that*

**HAMMERMAN & GAINER, LLC**

A limited liability company domiciled in KENNER, LOUISIANA,

Filed charter and qualified to do business in this State on December 16, 1999,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

September 23, 2024

*Nancy Landry*

*Secretary of State*

Web 34869020K



Certificate ID: 11937019#N83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.  
[www.sos.la.gov](http://www.sos.la.gov)

Page 1 of 1 on 9/23/2024 3:16:23 PM

## Third Party Administrator License



### Louisiana Department of Insurance

Run: 07/19/2024 8:09 AM

**Timothy J. Temple**  
**Commissioner**

### VERIFICATION OF LICENSE STATUS

**License Number:** 448790  
**Name:** Hammerman & Gainer, LLC  
**NPN:** 8723485  
**Business Address:** 2400 Veterans Memorial Blvd Suite 510 Suite  
 510  
 Kenner, LA 70062  
**Business Phone:** (504) 568-6135  
**Trade Name(s):**  
**Residency:** Resident

#### Lines of Authority

Claims Adjuster Agency			
Authority	Effective Date	Valid Through	Status
Property & Casualty	01/14/2013	03/31/2026	Active

#### Lines of Authority

Producer Agency			
Authority	Effective Date	Valid Through	Status
Accident and Health or Sickness	03/20/2008	03/31/2020	Cancelled
Life	03/20/2008	03/31/2026	Active

#### Company Appointments

Name	NAIC #	Lines	Issue Date	Status	Inactive Date
------	--------	-------	------------	--------	---------------

#### Affiliations

Name	Position	Effective Date
James, Vanessa Rena	Adjuster	12/27/2012
Oney, Larry Dean	President	03/20/2008

**Southern Region Minority Supplier Developmental Council Certification**

THIS CERTIFIES THAT

**Hammerman & Gainer LLC**

dba Hammerman & Gainer



\* Nationally certified by the: **SOUTHERN REGION MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 524292; 524291; 524210; 541611; 561320; 541620; 541910

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/05/2024

**Issued Date**

SR01931

**Certificate Number**

01/30/2025

**Expiration Date**

  
**Ying McGuire**  
NMSDC CEO and President

  
**Alvin-o Williams Interim President/CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

*Certify, Develop, Connect, Advocate.*

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

**RESPONSE FOR:**

**NEW ORLEANS  
REGIONAL TRANSIT AUTHORITY  
THIRD PARTY ADMINISTRATOR OF AUTOMOBILE/GENERAL LIABILITY AND  
WORKERS' COMPENSATION CLAIMS  
RFP 2024 -028**

**COST PROPOSAL**

Submission: October 10, 2024  
4:00pm



**HAMMERMAN & GAINER, LLC**

**2400 VETERANS MEMORIAL**

**BLVD, STE 510**

**KENNER, LA 70062**

**CANDY DOTTOLO**

**DESIGNATED SIGNATURE  
AUTHORITY**

**OFFICE: (504) 681-6135**

**EMAIL: CANDYV@HGI-GLOBAL.COM**

New Orleans Regional Transit Authority  
2024 Pricing Schedule

Hammerman & Gainer LLC proposes the following flat annual fee to provide claims adjusting and administration services to the New Orleans Regional Transit Authority for Third Party Administrator of Automobile/General Liability and Workers' Compensation Claims, RFP# 2024-028.

**FEES:**

**\$220,000 annually to be paid in twelve (12) monthly installments.**

Services included:

- Electronic Claims Management Database System
- Account Manager/Supervisor
- 24/7 On-Call Adjusters
- 24/7 Scene Investigations
- New claims setups
- Monthly/Quarterly Loss Runs
- Excess Carrier Loss Run Submissions
- Excess Carrier Reporting
- Third Party Investigations
- Claims Meetings- Virtual/In-Person
- Reports/Requests-Auditors
- Loss Fund Management
- MMSEA Section 111 Reporting to CMS
- Identification of Potential Second Injury Fund Claims
- Quality Assurance Program
- Litigation Management//Reserve Tracking System

**Below list of typical allocated claim loss expenses not included in the above flat rate.**

1. Fees and/disbursements of attorneys for claims in suit and for representation at hearings, mediations, pre-trial or trials
2. Fees of court reporters for services or transcripts
3. Fees for stenographic services or transcripts
4. All court costs, court fees, and court expenses
5. Printing costs related to trials, hearings, or appeals
6. Interest paid as result of litigation
7. Penalties/Attorney Fees
8. Fees for service of process
9. Court of appeal bonds
10. Costs of surveillance, private investigators or detective services
11. Costs of social media canvass
12. Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams, surveys, analysis, or reports
13. Costs for employing experts for advice, opinions, or testimony concerning claims under investigation or in litigation
14. Costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of Client's liability including any reasonable and necessary travel expenses of claimant
15. Costs of legal transcripts of testimony taken at coroner's inquests, criminal, or civil proceedings
16. Costs of copies of any public records and/or medical records or reports
17. Costs of depositions and court reported and/or recorded statements
18. Costs of engineers, handwriting experts, and/or any other type of expert used in the preparation of litigation and/or used on a one-time basis to resolve disputes
19. Excess Carrier Recoveries Fees
20. Third Party Recoveries Fees
21. Second Injury Fund Recoveries Fees
22. Witness fees and travel expenses



23. Costs of appraisal fees and expenses
24. Costs of photographs and photocopy vendor services
25. Costs of Index Bureau searches (ISO)
26. Medicare Set asides (MSA)
27. Medical Cost Containment Fees
28. Utilization Review Fees
29. Medical Peer Reviews
30. Vocational Rehabilitation
31. Medical Case Management
32. Medical Bill Reviews/Repricing
33. PPO Medical Bill Access Fees
34. Negotiated Medical Bill Fees
35. Pharmacy Benefit Management Access Fees
36. Ad-Hoc Customized Reports
37. Services performed outside Service Company's normal geographic regions
38. Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or for the protection or perfection of the subrogation rights of client



Board Report and Staff Summary

File #: 24-150

Finance Committee

Changes to the Office of Internal Audit and Compliance’s Internal Audit Charter

DESCRIPTION: To approve changes made to the department’s Internal Audit Charter.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorization for the Chief Executive Officer to implement changes to the agency’s Internal Audit Charter.

ISSUE/BACKGROUND:

The purpose of the Office of Internal Audit and Compliance (OIAC) is to provide independent, objective assurance and consulting services designed to add value and improve the organization’s operations.

As the governing body of the RTA, the Board of Commissioners determines agency policy and oversees the funding, operation, and expansion of public transportation in the City of New Orleans and the metro area. This oversight function includes establishing accountability for senior management as they seek to accomplish its mission and objectives.

Operating synergistically with the Board’s mission is the Office of Internal Audit and Compliance’s mission and purpose to provide assurance to the Board that RTA is operating effectively and efficiently in carrying out its mission. Internal Audit provides this assurance by assessing and reporting on the effectiveness of governance, risk management, and control processes designed to help the organization achieve strategic, operational, financial, and compliance objectives.

As such, the Internal Audit Charter, as a formal document, defines and sets the parameters for how the internal audit will operate and includes the scope, delegated authority, independence, objectivity, and responsibilities of internal audit. The charter also serves as a reference point to measure the effectiveness of the internal audit activity. Additionally, the charter defines the OIAC’s functional and reporting relationship with the Board. Acceptance of the charter by the Board provides the support, value, and independence vital to the success of the Office of Internal Audit and Compliance.

The charter was previously drafted and presented to the Board by the previous Director of OIAC, but there has been an overhaul of changes made to the standards and guidelines in which the department adheres to. The charter has been updated to reflect those changes and is now being presented to the Board for acceptance and approval to be in conformity with professional auditing standards and best practices

**DISCUSSION:**

The Office of Internal Audit and Compliance will continue to operate in accordance with the guidelines established in the charter. The charter continues to highlight key areas central to the internal audit activity. They include mission and purpose, auditing standards, authority, independence and objectivity, scope and responsibility, annual audit plan, audit reporting, compliance monitoring, and quality assurance and improvement program.

As a public-facing and public-serving agency, internal and external stakeholders rely on the assurances provided by the internal audit activity to ensure that efficient, effective, and equitable use is being made of RTA resources and that RTA is operating in the public interest. Adherence to and implementation of the charter provides all stakeholders assurance that the RTA is operating transparently and ethically in carrying out its mission.

The Office of Internal Audit and Compliance (OIAC) is dedicated to assisting the New Orleans Regional Transit Authority (RTA) in meeting its mission. To this end, the assurances provided by the OIAC encompass the examination and evaluation of the adequacy and effectiveness of RTA's governance, risk management, policies, procedures, and internal controls as well as the quality of performance in fulfilling assigned responsibilities to achieve RTA's goals and objectives.

To assess and report on the quality of the internal audit activity, the OIAC will establish and maintain a quality assurance and improvement program that covers internal and external assessments of the internal audit activity. The program will assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement.

**FINANCIAL IMPACT:**

While there is no direct financial impact in updating the internal audit charter, potential indirect financial and other risks may exist as a result of not approving the charter. These potential risks include but are not limited to the following: reputational risk resulting in loss of integrity and goodwill; noncompliance with regulatory agencies resulting in potential penalties and loss of funding; operational risks of inefficiency resulting in increased labor, maintenance, and other costs; potential for fraud, waste or abuse of RTA resources, and misappropriation of assets.

**NEXT STEPS:**

With Board approval, the Internal Audit Charter will be placed on the RTA public drive for agency-wide access.

**ATTACHMENTS:**

1. Board Resolution
2. New Internal Audit Charter
3. Red Lined Internal Audit Charter (previous charter with changes made)

Prepared By: Malon Thompson  
Title: Manager of Audit and Compliance

Reviewed By: Gizelle Banks  
Title: Chief Financial Auditor



1/7/2025

Lona Edwards Hankins  
Chief Executive Officer

Date



## Office of Internal Audit and Compliance

### INTERNAL AUDIT CHARTER

#### Introduction

The New Orleans Regional Transit Authority (RTA)'s mission is to provide safe, dependable, efficient transit services to the residents of and visitors to the Greater New Orleans Region. The RTA created the Office of Internal Audit and Compliance (OIAC) with the intention of promoting efficiency and effectiveness and adding value.

The Institute of Internal Auditors (IIA) developed the International Professional Practices Framework (IPPF). The IPPF, more commonly known as the “Red Book” is a conceptual framework that organizes authoritative guidance promulgated by the IIA. They go on to define internal auditing as:

*“Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.”<sup>1</sup>*

This internal audit charter is a formal document that aims to define the internal audit activity's purpose, authority, and responsibility. The internal audit charter establishes the internal audit activity's position within the organization; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities.<sup>2</sup>

#### Mission and Purpose

The mission of the OIAC is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight.

The purpose of the OIAC is to provide independent, objective assurance and consulting services designed to add value and improve the organization's operations.

Management of each RTA Department has the responsibility to ensure that:

- (i) organizational structure and policies/procedures within each Department establish a culture of operational efficiency
- (ii) standard operating procedures are established and regularly updated

<sup>1</sup> Definition provided by IIA and their International Professional Practices Framework (IPPF) [The Institute of Internal Auditors \(IIA\) Global Internal Audit Standards \(IIA Standards\), Glossary, Pg. 12](#)

<sup>2</sup> Definition of “charter” in [“2016, International Standards for the Professional Practice of Internal Auditing”, Glossary pg. 21](#)

- (iii) internal controls are developed to ensure compliance with applicable laws and regulations

## **Auditing Standards**

The OIAC will govern itself by adherence to the mandatory elements of the IIA's [International Professional Practices Framework](#) [Global Internal Audit Standards](#), to the extent possible with available resources, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the International Standards for the Professional Practice of Internal Auditing, and the Definition of Internal Auditing. The OIAC will also follow the Generally Accepted Government Auditing Standards (GAGAS) and Standards for Internal Control in the Federal Government, known as the "Green Book," as promulgated by the U.S. Government Accountability Office (GAO) where applicable.

## **Authority Internal Audit Mandate**

In an effort to maintain independence and objectivity, the OIAC will report functionally to the Chief Executive Officer and the Board of Commissioners, and administratively to the Chief Financial Officer. The Board shall delegate management of the Office of Internal Audit and Compliance to the Director of Audit Compliance, who fulfills the activity's mission and objectives through its authorization to:

- ~~Have full and unrestricted access to all functions, data, records, information, physical property, and personnel pertinent to carrying out internal audit responsibilities. Internal auditors are accountable for confidentiality and safeguarding records and information.~~
- ~~Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques, and issue communications to accomplish the function's objectives~~
- ~~Obtain assistance from the necessary personnel and other specialized services from within or outside to complete internal audit services, if needed.~~
- ~~Communicate and interact directly with the Board<sup>3</sup> and present any matter that may warrant immediate attention or action without management present.~~
- Present any ~~matter,~~ matter and have direct access to the Chief Executive Officer and General Counsel, that may warrant immediate attention or action.
- Receive and review complaints from any source and investigate those complaints that are deemed credible or upon its own initiative conduct audits and reviews concerning alleged fraud, waste, abuse, illegal acts, and service deficiencies including deficiencies in the operation and maintenance of facilities.
- Attend meetings relating to the procurement of goods or services and pose questions and raise concerns consistent with its functions, authority, and powers.

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<sup>3</sup> 1111 – ~~Direct Interaction with the Board, the Chief Audit Executive must communicate and interact directly with the board~~ [IIA Standards, Standards 8.1 Board Interaction](#)

- ~~Be prudent in the use and safeguarding of information acquired in performing the engagements.~~
- ~~Engage in prevention activities, including but not limited to the prevention of fraud, waste, abuse, and illegal acts; review of rules, regulations, policies, procedures, and transactions; and the supplying, providing, and conducting of programs for training and education.~~
- ~~Allocate resources, select audit engagements, set frequencies of audits and follow-ups, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.~~
- ~~Obtain the necessary assistance of RTA personnel as appropriate, as well as other specialized services from within or outside of RTA for internal audit engagements in accordance with departmental policies and procedures.~~

The Board authorizes the Director of Audit Compliance and the OIAC staff to:

- ~~Have full, free, and unrestricted access to all RTA divisions, personnel, activities, confidential and non-confidential data and records, information systems, physical property, and contractors relevant to the performance of engagements; while adhering to the confidentiality and safeguarding of records and information and applicable state and federal laws.~~
- ~~Audit or review any function, activity, or unit of the RTA, including vendors, contractors, and subcontractors in accordance with contract terms.~~
- ~~Receive and review complaints from any source and investigate those complaints that are deemed credible or upon its own initiative conduct audits and reviews concerning alleged fraud, waste, abuse, illegal acts, and service deficiencies including deficiencies in the operation and maintenance of facilities.~~
- ~~Obtain timely reports from management on actions proposed and taken pertaining to audit recommendations.~~
- ~~Attend meetings relating to the procurement of goods or services and pose questions and raise concerns consistent with its functions, authority, and powers.~~
- ~~Be prudent in the use and safeguarding of information acquired in performing the engagements.~~
- ~~Engage in prevention activities, including but not limited to the prevention of fraud, waste, abuse, and illegal acts; review of rules, regulations, policies, procedures, and transactions; and the supplying, providing, and conducting of programs for training and education.~~

~~The Director and OIAC staff shall not direct the activities of any RTA employee not employed within the OIAC, except to the extent such personnel have been appropriately assigned to an audit engagement or to otherwise assist the internal auditors in production of the audit in a timely manner.~~

The Director of OIAC will meet with the Finance Committee no less than once per quarter to provide updates on OIAC's activity and other relevant information. In addition, the RTA Board of Commissioners and/or the Finance Committee may request that the OIAC be available as an informational resource at regular Board or Finance Committee meetings.

## **Independence And Objectivity**

The Office of Internal Audit and Compliance will remain independent and free from control on matters of audit selection, scope, procedures, frequency, timing, and report content. The OIAC will also perform its duties with objectivity so that opinions, conclusions, and recommendations are impartial and viewed as impartial by knowledgeable third parties.

### ***Operational Duties***

The OIAC shall be independent of the activities it reviews and will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditors' independence. Internal auditors will not assess specific operations for which they had responsibility within the previous two years.

### **Changes to the Internal Audit Charter**

Circumstances may justify a follow-up discussion between the Director of Audit Compliance, the Chief Executive Officer (CEO), and the Board of Commissioners on the internal audit mandate or other aspects of the internal audit charter. Such circumstances may include but are not limited to:

- A significant change in the Global Internal Audit Standards.
- A significant reorganization within the organization.
- Significant changes in the Director of Audit Compliance and/or senior management.
- Significant changes to the organization's strategies, objectives, risk profile, or the environment in which the organization operates.
- New laws or regulations that may affect the nature and/or scope of internal audit services.

### ***Potential Impairment of Independence***

The Director of Audit Compliance will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to the Chief Financial Officer, the Board, or other appropriate parties.
- Exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.



- Disclose to the Board any potential interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

Where the Director of Audit Compliance has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity. The Director will confirm to the Chief Executive Officer and the Board, at least annually, the organizational independence of the OIAC<sup>4</sup>.

### **Objectivity**

The Director of Audit Compliance will ensure that the Office of Internal Audit and Compliance remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of engagement selection, scope, procedures, frequency, timing, and communication. If the Director of Audit Compliance determines that objectivity may be impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties<sup>5</sup>.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively such that they believe in their work product, do not compromise quality, and do not subordinate their judgment on audit matters to others, either in fact or appearance.

Internal auditors will have no direct operational responsibility or authority over any of the activities they review. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, or engage in other activities that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing operational duties for [name of organization] or its affiliates.
- Initiating or approving transactions external to the internal audit function.
- Directing the activities of any [name of organization] employee that is not employed by the internal audit function, except to the extent that such employees have been appropriately assigned to internal audit teams or to assist internal auditors.

<sup>4</sup> 1110-Standard 7.1 – Organizational Structure Independence, “the chief audit executive must report to a level within the organization that allows the internal audit activity to fulfill its responsibilities. The chief audit executive must confirm to the board, at least annually, the organizational independence of the internal audit activity document in the internal audit charter the reporting relationship and organizational positioning of the internal audit function, as determined by the board”;

<sup>5</sup> Standard 2.3 – Disclosing Impairments to Objectivity, “if objectivity is impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties. If internal auditors become aware of an impairment that may affect their objectivity, they must disclose the impairment to the chief audit executive or designated supervisor”



## **Scope and Responsibility**

The scope of OIAC encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of RTA's governance, risk management, policies and procedures, and internal controls as well as the quality of performance in fulfilling the assigned responsibilities to achieve RTA's stated goals and objectives.

### **RTA's Board of Commissioners Oversight and Responsibilities**

To establish, maintain, and ensure that the Agency's internal audit function has sufficient authority to fulfill its duties and responsibilities the Board of Commissioners will:

- Discuss and determine the hiring authority (or the appointment and/or removal) of the Director of Audit Compliance, providing input to the CEO and the Chief Financial Officer (CFO) on Director if Audit Compliance, ensuring adequate competencies and qualifications and conformance with the Global Internal Audit Standards<sup>6</sup>
- Discuss with the Director of Audit Compliance and the CEO, the appropriate authority, role, responsibilities, scope, and services (assurance and/or advisory) of the internal audit function.
- Ensure the Director of Audit Compliance has unrestricted access to and communicates and interacts directly with the Board of Commissioners including meetings with or without senior management present.
- Discuss with the Director of Audit Compliance and the CEO other topics that should be included in the internal audit charter.
- Participate in discussions with Director of Audit Compliance and senior management about the "essential conditions," described in the Global Internal Audit Standards.
- Approve the internal audit function's charter, which includes the internal audit authority and the scope and types of internal audit services.
- Review the internal audit charter periodically with the Director of Audit Compliance to consider changes affecting the organization, such as the employment of a new Director of Audit Compliance or changes in the severity and [interdependenciesinterdependence](#) of risks to the organization.
- Approve the risk-based internal audit plan.
- Receive communications from the Director of Audit Compliance about the internal audit function including its performance relative to its plan.

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<sup>6</sup> In some public sector organizations, the governing body with direct oversight to the organization or internal audit function may not have budgetary, expenditure, or hiring authority. Therefore, the charter must document alternative steps taken to achieve the intent of the Global Internal Audit Standards

- Ensure a quality assurance and improvement program has been established and review the results annually.

### **Director of Audit Compliance's Roles and Responsibilities**

#### **Ethics and Professionalism**

The chief audit executive will ensure that internal auditors:

- Conform with the Global Internal Audit Standards, including the principles of Ethics and Professionalism: integrity, objectivity, competency, due professional care, and confidentiality.
- Understand, respect, meet, and contribute to the legitimate and ethical expectations of the organization and be able to recognize conduct that is contrary to those expectations.
- Encourage and promote an ethics-based culture in the organization.
- Report organizational behavior that is inconsistent with the organization's ethical expectations, as described in applicable policies and procedures.

#### **Managing the Internal Audit Function**

The chief audit executive has the responsibility to:

- Develop a risk-based internal audit plan that considers the input of the Board of Commissioners and the Executive and Senior Leadership Teams. Discuss the plan with the Commissioners and the CEO and submit the plan to the Finance Committee for review and approval.
- Ensure internal audit engagements are performed, documented, and communicated in accordance with the Global Internal Audit Standards and laws and/or regulations.
- Follow up on engagement findings and confirm the implementation of recommendations or action plans and communicate the results of internal audit services to the Finance Committee and the Executive Leadership Team periodically and for each engagement as appropriate.
- Ensure the internal audit function collectively possesses or obtains the knowledge, skills, and other competencies and qualifications needed to meet the requirements of the Global Internal Audit Standards and fulfill the internal audit mandate.
- Identify and consider trends and emerging issues that could impact the Agency and communicate to the Finance Committee and the Executive Leadership Team as appropriate.
- Ensure adherence to the Agency's relevant policies and procedures unless such policies and procedures conflict with the internal audit charter or the Global Internal Audit Standards. Any such conflicts will be resolved or documented and communicated to the CEO.

This includes:

- ~~Evaluating risk exposure relating to achievement of RTA's strategic objectives~~

- ~~Evaluating the reliability and integrity of information and the means used to identify, measure, classify, and report such information~~
- ~~Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the organization~~
- ~~Evaluating the means of safeguarding assets, and, as appropriate, verifying the existence, proper allocation, and utilization of such assets~~
- ~~Evaluating the effectiveness and efficiency with which resources are employed~~
- ~~Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being conducted as planned~~
- ~~Monitoring and evaluating governance processes~~
- ~~Monitoring and evaluating the effectiveness of risk management processes~~
- ~~Performing consulting and advisory services related to governance, risk management, and control, as appropriate for RTA, provided the OIAC does not assume management responsibility.~~
- ~~Reporting periodically on the OIAC's purpose, authority, responsibility, and performance relative to its plan (summarized below)~~
- ~~Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters~~
- ~~Evaluating specific operations at the request of the Board of Commissioners, Chief Executive Officer, or Chief Financial Officer~~
- ~~Investigating allegations of fraud, waste, or abuse~~
- ~~Considering the scope of work of all external auditors and other regulatory agencies, as appropriate~~

The Director of Audit Compliance will:

- ~~Communicate to the Chief Financial Officer, Chief Executive Officer, and the Board of Commissioners resource requirements and the impact of resource limitations on the execution of the Annual Internal Audit Plan~~
- ~~Review and adjust the Annual Internal Audit Plan, as necessary, in response to changes in RTA's business, risks, operations, programs, systems, and controls. Any significant changes to the annual audit plan will be communicated to the Chief Financial Officer, Chief Executive Officer, and the Board of Commissioners~~
- ~~Request that the Senior Management of areas audited respond to audit findings and/or recommendations within fourteen (14) days after the Exit Conference~~
- ~~Ensure OIAC collectively possess or obtain sufficient knowledge, skills, experience, and other competencies needed to meet the requirements established in this charter~~
- ~~Ensure that the principles of integrity, objectivity, confidentiality, and competency are applied and upheld~~

## **Annual Internal Audit Plan**

~~At least annually, the Director of Audit Compliance shall submit an Annual Internal Audit Plan to the Chief Executive Officer, Executive Leadership Team, and Board of Commissioners.~~

~~The Internal Audit Plan will include the following core elements:~~

- ~~• Summary of Departmental Audits conducted in the prior fiscal year~~
- ~~• Summary of Departmental Audits planned for the next fiscal year~~
- ~~• Work schedule, budget, and resource requirements for the next fiscal year~~

## **Internal Audit Communication and Reporting**

The scope of the OIAC's internal audit services coverscover the entire breadth of the organization, including all of all the Agency's activities, assets, and personnel. The scope of internal audit activities also encompasses but is not limited to objective examinations of evidence to provide independent assurance and advisory services to the Board of Commissioners, the CEO, and the CFO.

The Director of Audit Compliance or designee may participate in non-internal audit services work, consultations, and evaluations (advisory services), authorized by the CEO, the Executive Leadership Team, or Senior Leadership, or special projects and investigations, approved by the Chief Executive Officer and Board of Commissioners, to improve procedures, controls, systems and/or efficiency of operations<sup>7</sup>.

The nature and scope of advisory services may be agreed with the party requesting the service, provided the internal audit function does not assume management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during advisory engagements. These opportunities will be communicated to the appropriate level of management.

Internal audit engagements may include but are not limited to evaluating whether:

- Risks relating to the achievement of the Agency's strategic objectives are appropriately identified and managed.
- The actions of the Agency's officers, directors, management, employees, and contractors or other relevant parties comply with policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations and programs are consistent with established goals and objectives.
- Operations and programs are being carried out effectively, efficiently, ethically, and equitably.

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<sup>7</sup> Standard 13.3 - Engagement Objectives and Scope, "Internal auditors must consider whether the engagement is intended to provide assurance or advisory services because stakeholder expectations and the requirements of the standards differ depending on the type of engagement."

- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the organization.
- The integrity of information and data and the means used to identify, measure, analyze, classify, and report such information and data is reliable.

### **AnnualThe Internal Audit Plan**

At least annually, the Director of Audit Compliance shall submit an Annual Internal Audit Plan to the Chief Executive Officer, Executive Leadership Team, and Board of Commissioners.

The Internal Audit Plan will include the following core elements:

- Summary of Departmental Audits conducted in the prior fiscal year
- Summary of Departmental Audits planned for the next fiscal year
- Work schedule, budget, and resource requirements for the next fiscal year

The Director of Audit Compliance will also:

- Communicate the impact of resource limitations on the internal audit plan to the Commissioners and the CEO.
- Review and adjust the internal audit plan, as necessary, in response to changes in the Agency’s business, risks, operations, programs, systems, and controls.
- Communicate with the Commissioners and the CEO if there are significant interim changes to the internal audit plan.

### **Audit Reports**

All audit reports shall be prepared, reviewed, and issued by the Manager of Audit Compliance, or a designee, after an approved internal audit engagement. Draft reports will be issued to all managerial and director level process/risk owners. Following the draft audit report's release, the final audit report will be issued to the Chief Executive Officer and the Board of Commissioners. The OIAC will ensure that internal audit results are communicated to the RTA in a format that is in accordance with IIA standards<sup>8</sup>.

Internal audit reports shall include audit objectives, the scope and methodologies of the audit, background information, and recommendations and findings. Audit reports may include management’s response to specific findings or recommendations, corrective action taken, or actions planned to be taken. Management’s response, whether included within the original audit report or provided thereafter, should include corrective actions to be taken, a timetable for anticipated completion, and an explanation for any corrective actions that will not be implemented.

<sup>8</sup> [2400—Communicating Results, internal auditors must communicate the results of engagements-Standard 15.1 - Final Engagement Communication, “For each engagement, internal auditors must develop a final communication that includes the engagement’s objectives, scope, recommendations and/or action plans if applicable, and conclusions.”](#)

~~The Director of Audit Compliance or designee may participate in non-internal audit services work, consultations, and evaluations, authorized by the CEO, the Executive Leadership Team, or Senior Leadership, or special projects and investigations, approved by the Chief Executive Officer and Board of Commissioners, to improve procedures, controls, systems and/or efficiency of operations.~~

In that event, in terms of consulting or advisory services, the OIAC shall issue reports or memos, documenting the project objectives, work performed, and results. The report or memo issued, as well as its corresponding workpapers may not be intended for distribution like an audit report, nor does it need to be, so long as the results are communicated in accordance with IIA standards<sup>9</sup>.

### **Compliance Monitoring**

In accordance with IIA standards, the OIAC will develop a Recommendation and Corrective Action Monitoring Program<sup>10</sup>. The Director of Audit Compliance must establish a follow-up process to monitor and ensure that management actions have been effectively implemented or that the Executive Leadership Team has accepted the risk of not taking action. The follow-up process to monitor corrective actions shall be documented. The Director or designee will report on the status of the Corrective Actions regularly periodically to the ~~Executive Leadership Team, Chief Executive Officer, and~~ Board of Commissioners and the CEO.

When the Director of Audit Compliance concludes that management has accepted a high level of risk that may be harmful to the organization, the Director of Audit Compliance must discuss the matter with the Chief Executive Officer prior to reporting the acceptance of the risk. In addition, if the Director determines that corrective actions have not been resolved in a timely manner<sup>11</sup>, the Director must communicate the matter directly to the Board of Commissioners<sup>12</sup>.

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<sup>9</sup> ~~2400—Communicating Results, internal auditors must communicate the results of engagements~~ Standard 11.3—Communicating Results, “The chief audit executive must communicate the results of internal audit services to the board and senior management periodically and for each engagement as appropriate.”

<sup>10</sup> ~~2500—Monitoring Progress, the chief audit executive must establish and maintain a system to monitor the disposition of results communicated to management~~ Standard 15.2—Confirming the implementation of Recommendations or Action Plans, “Internal auditors must confirm that management has implemented internal auditors’ recommendations or management’s action plans following an established methodology”.

<sup>11</sup> ~~2600—Communicating the Acceptance of Risks, When the chief audit executive concludes that management has accepted a level of risk that may be unacceptable to the organization, the chief audit executive must discuss the matter with senior management. If the chief audit executive determines that the matter has not been resolved, the chief audit executive must communicate the matter to the board.~~ Standard 11.5—Communicating the Acceptance of Risks, “the chief audit executive must communicate unacceptable levels of risk.”

<sup>12</sup> Standard 11.5—Communicating the Acceptance of Risks, 1322—Disclosure of Nonconformance, when nonconformance with the Code of Ethics or the Standards impacts the overall scope or operation of the internal audit activity, the chief audit executive must disclose the nonconformance and the impact to senior management and the board. “When the chief audit executive concludes that management has accepted a level of risk that exceeds the organizations risk appetite or risk tolerance, the matter must be discussed with senior management. If the chief audit executive determines that the matter has not been resolved by senior management the matter must be escalated to the board.”

## Quality Assurance and Improvement Program

The Director of Audit Compliance will develop, implement, and maintain a quality assurance and improvement program that covers all aspects of the internal audit function. The program will include external and internal assessments of the internal audit function's conformance with the Global Internal Audit Standards, as well as performance measurement to assess the internal audit function's progress toward the achievement of its objectives and promotion of continuous improvement. Also, if applicable, the assessment will include plans to address the internal audit function's deficiencies and opportunities for improvement.

Annually, the chief audit executive will communicate with the Board of Commissioners, the CEO, and the CFO about the internal audit function's quality assurance and improvement program, including the results of internal assessments (ongoing monitoring and periodic self-assessments) and external assessments. External assessments will be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization; qualifications must include at least one assessor holding an active Certified Internal Auditor (CIA) credential. ~~Indicating that engagements are "conducted in conformance with the International Standards for the Professional Practice of Internal Auditing" is appropriate only if supported by the results of the quality assurance and improvement program~~<sup>13</sup>.

~~The OIAC will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of OIAC's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program should also assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement.~~

~~It is the requirement of the Director of Audit Compliance to report periodically the results of its quality assurance and improvement program to the Chief Executive Officer and the Board of Commissioners and to obtain an external assessment of the activity at least once every five years~~<sup>14</sup>.

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*Mark Raymond*

Chairman of RTA Board of Commissioners

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Lona Hankins

Chief Executive Officer

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<sup>13</sup>-2430—Use of "Conducted in Conformance with the International Standards for the Professional Practice of Internal Auditing"

<sup>14</sup> 1312—External Assessments, must be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization. Standard 8.4 – External Quality Assessment, "The chief audit executive must develop a plan for external quality assessments and discuss the plan with the board."



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Gizelle Banks  
Chief Financial Officer

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Lynette Doyle  
Director of Audit Compliance



## Office of Internal Audit and Compliance

### INTERNAL AUDIT CHARTER

#### Introduction

The New Orleans Regional Transit Authority (RTA)'s mission is to provide safe, dependable, efficient transit services to the residents of and visitors to the Greater New Orleans Region. The RTA created the Office of Internal Audit and Compliance (OIAC) to promote efficiency and effectiveness and add value.

The RTA Board of Commissioners also relies on the OIAC to perform reviews and audits of the Agency's operations and to offer unbiased information to inform them in their decision making. As such, the OIAC is tasked with providing audit and compliance activities over all systems, processes, operations, functions, and activities within the Agency.

The Institute of Internal Auditors (IIA) developed the International Professional Practices Framework (IPPF). The IPPF, more commonly known as the "Red Book" is a conceptual framework that organizes authoritative guidance promulgated by the IIA. They go on to define internal auditing as:

*"Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes."<sup>1</sup>*

This internal audit charter is a formal document that aims to define the internal audit activity's purpose, authority, and responsibility. The internal audit charter establishes the internal audit activity's position within the organization; authorizes access to records, personnel, and physical properties relevant to the performance of engagements; and defines the scope of internal audit activities.

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<sup>1</sup> The Institute of Internal Auditors (IIA) Global Internal Audit Standards (IIA Standards), Glossary, Pg. 12

## **Mission and Purpose**

The mission of the OIAC is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight.

The purpose of the OIAC is to provide independent, objective assurance and consulting services designed to add value and improve the organization's operations.

Management of each RTA Department has the responsibility to ensure that:

- (i) Organizational structure and policies/procedures within each Department establish a culture of operational efficiency.
- (ii) Standard operating procedures are established and regularly updated.
- (iii) Internal controls are developed to ensure compliance with applicable laws and regulations.

## **Auditing Standards**

The OIAC will govern itself by adherence to the mandatory elements of the IIA's Global Internal Audit Standards, to the extent possible with available resources, including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the International Standards for the Professional Practice of Internal Auditing, and the Definition of Internal Auditing. The OIAC will also follow the Generally Accepted Government Auditing Standards (GAGAS) and Standards for Internal Control in the Federal Government, known as the "Green Book," as promulgated by the U.S. Government Accountability Office (GAO) where applicable.

## **Internal Audit Mandate**

In an effort to maintain independence and objectivity, the OIAC will report functionally to the Chief Executive Officer and the Board of Commissioners, and administratively to the Chief Financial Officer. The Board shall delegate management of the Office of Internal Audit and Compliance to the Director of Audit Compliance, who fulfills the activity's mission and objectives through its authorization to:

- Have full and unrestricted access to all functions, data, records, information, physical property, and personnel pertinent to carrying out internal audit responsibilities. Internal auditors are accountable for confidentiality and safeguarding records and information.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques, and issue communications to accomplish the function's objectives.
- Obtain assistance from the necessary personnel and other specialized services from within or outside to complete internal audit services, if needed.
- Present any matter and have direct access to the Chief Executive Officer and General Counsel, which may warrant immediate attention or action.
- Receive and review complaints from any source and investigate those complaints that are deemed credible or upon its own initiative conduct audits and reviews

concerning alleged fraud, waste, abuse, illegal acts, and service deficiencies including deficiencies in the operation and maintenance of facilities.

- Attend meetings relating to the procurement of goods or services and pose questions and raise concerns consistent with its functions, authority, and powers.
- Be prudent in the use and safeguarding of information acquired in performing the engagements.
- Engage in prevention activities, including but not limited to the prevention of fraud, waste, abuse, and illegal acts; review of rules, regulations, policies, procedures, and transactions; and the supplying, providing, and conducting of programs for training and education.

The Director of OIAC will meet with the Finance Committee no less than once per quarter to provide updates on OIAC's activity and other relevant information. In addition, the RTA Board of Commissioners and/or the Finance Committee may request that the OIAC be available as an informational resource at regular Board or Finance Committee meetings.

### **Independence And Objectivity**

The Office of Internal Audit and Compliance will remain independent and free from control on matters of audit selection, scope, procedures, frequency, timing, and report content. OIAC will also perform its duties with objectivity so that opinions, conclusions, and recommendations are impartial and viewed as impartial by knowledgeable third parties.

#### ***Operational Duties***

The OIAC shall be independent of the activities it reviews and will have no direct operational responsibility or authority over any of the activities audited. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditors' independence. Internal auditors will not assess specific operations for which they had responsibility within the previous two years.

#### ***Changes to the Internal Audit Charter***

Circumstances may justify a follow-up discussion between the Director of Audit Compliance, the Chief Executive Officer (CEO), and the Board of Commissioners on the internal audit mandate or other aspects of the internal audit charter. Such circumstances may include but are not limited to:

- A significant change in the Global Internal Audit Standards.
- A significant reorganization within the Agency.
- Significant changes in the Director of Audit Compliance and/or senior management.
- Significant changes to the organization's strategies, objectives, risk profile, or the environment in which the organization operates.
- New laws or regulations that may affect the nature and/or scope of internal audit services.

## **Potential Impairment of Independence**

The Director of Audit Compliance will:

- Disclose any impairment of independence or objectivity, in fact or appearance, to the Chief Financial Officer, the Board, or other appropriate parties.
- Exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.
- Disclose to the Board any potential interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

Where the Director of Audit Compliance has or is expected to have roles and/or responsibilities that fall outside of internal auditing, safeguards will be established to limit impairments to independence or objectivity. The Director will confirm to the Chief Executive Officer and the Board, at least annually, the organizational independence of the OIAC<sup>2</sup>.

## **Objectivity**

The Director of Audit Compliance will ensure that the Office of Internal Audit and Compliance remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of engagement selection, scope, procedures, frequency, timing, and communication. If the Director of Audit Compliance determines that objectivity may be impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties<sup>3</sup>.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively such that they believe in their work product, do not compromise quality, and do not subordinate their judgment on audit matters to others, either in fact or appearance.

Internal auditors will have no direct operational responsibility or authority over any of the activities they review. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, or engage in other activities that may impair their judgment, including:

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<sup>2</sup> Standard 7.1 – Organizational independence, “the chief audit executive must document in the internal audit charter the reporting relationship and organizational positioning of the internal audit function, as determined by the board.”

<sup>3</sup> Standard 2.3 – Disclosing Impairments to Objectivity, “if objectivity is impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties. If internal auditors become aware of an impairment that may affect their objectivity, they must disclose the impairment to the chief audit executive or designated supervisor.”

- Assessing specific operations for which they had responsibility within the previous year.
- Performing operational duties for RTA or its affiliates
- Initiating or approving transactions external to the internal audit function.
- Directing the activities of any employee that is not employed by the internal audit function, except to the extent that such employees have been appropriately assigned to internal audit teams or to assist internal auditors.

## **Scope and Responsibility**

The scope of OIAC encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of RTA’s governance, risk management, policies and procedures, and internal controls as well as the quality of performance in fulfilling the assigned responsibilities to achieve RTA’s stated goals and objectives.

### ***RTA’s Board of Commissioners Oversight and Responsibilities***

To establish, maintain, and ensure that the Agency’s internal audit function has sufficient authority to fulfill its duties and responsibilities the Board of Commissioners will:

- Discuss and determine the hiring authority (or the appointment and/or removal) of the Director of Audit Compliance, providing input to the CEO and the Chief Financial Officer (CFO) on Director of Audit Compliance, ensuring adequate competencies and qualifications and conformance with the Global Internal Audit Standards<sup>4</sup>
- Discuss with the Director of Audit Compliance and the CEO, the appropriate authority, role, responsibilities, scope, and services (assurance and/or advisory) of the internal audit function.
- Ensure the Director of Audit Compliance has unrestricted access to, communicates, and interacts directly with the Board of Commissioners including meetings with or without senior management present.
- Discuss with the Director of Audit Compliance and the CEO other topics that should be included in the internal audit charter.
- Participate in discussions with Director of Audit Compliance and senior management about the “essential conditions,” described in the Global Internal Audit Standards.
- Approve the internal audit function’s charter, which includes the internal audit authority and the scope and types of internal audit services.
- Review the internal audit charter periodically with the Director of Audit Compliance to consider changes affecting the organization, such as the employment of a new

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<sup>4</sup> In some public sector organizations, the governing body with direct oversight to the organization or internal audit function may not have budgetary, expenditure, or hiring authority. Therefore, the charter must document alternative steps taken to achieve the intent of the Global Internal Audit Standards

Director of Audit Compliance or changes in the severity and interdependence of risks to the organization.

- Approve the risk-based internal audit plan.
- Receive communications from the Director of Audit Compliance about the internal audit function including its performance relative to its plan.
- Ensure a quality assurance and improvement program has been established and review the results annually.

### ***Director of Audit Compliance's Roles and Responsibilities***

The Director of Audit Compliance is primarily responsible for the oversight of the Office of Internal and Compliance. To be effective in this role the Director of Audit Compliance must adhere to the roles and responsibilities of the position as follows:

- Overseeing the internal audit department and coordinating audit activities
- Developing and implementing comprehensive internal audit policies and procedures
- Presenting audit findings, observation, recommendations, and corrective action status updates to the Finance Committee and/or Board of Commissioners
- Ensure the agency and the audit department are operating in compliance with all relevant laws and regulations
- Maintaining open communication with Executive Leadership and the Board
- Coordinate with Executives and Directors to ensure applicable parties are completing Corrective Actions as detailed in Corrective Action Plans

### **Ethics and Professionalism**

The Director of Audit Compliance will ensure that internal auditors:

- Conform with the Global Internal Audit Standards, including the principles of Ethics and Professionalism: integrity, objectivity, competency, due professional care, and confidentiality.
- Understand, respect, meet, and contribute to the legitimate and ethical expectations of the organization and be able to recognize conduct that is contrary to those expectations.
- Encourage and promote an ethics-based culture in the organization.
- Report organizational behavior that is inconsistent with the organization's ethical expectations, as described in applicable policies and procedures.

### **Managing the Internal Audit Function**

The Director of Audit Compliance has the responsibility to:

- Develop a risk-based internal audit plan that considers the input of the Board of Commissioners and the Executive and Senior Leadership Teams. Discuss the plan with the Commissioners and the CEO and submit the plan to the Finance Committee for review and approval.

- Ensure internal audit engagements are performed, documented, and communicated in accordance with the Global Internal Audit Standards and laws and/or regulations.
- Follow up on engagement findings and confirm the implementation of recommendations or action plans and communicate the results of internal audit services to the Finance Committee and the Executive Leadership Team periodically and for each engagement as appropriate.
- Ensure the internal audit function collectively possesses or obtains the knowledge, skills, and other competencies and qualifications needed to meet the requirements of the Global Internal Audit Standards and fulfill the internal audit mandate.
- Identify and consider trends and emerging issues that could impact the Agency and communicate with the Finance Committee and the Executive Leadership Team as appropriate.
- Ensure adherence to the Agency’s relevant policies and procedures unless such policies and procedures conflict with the internal audit charter or the Global Internal Audit Standards. Any such conflicts will be resolved or documented and communicated to the CEO.

## **Internal Audit Communication and Reporting**

The scope of the OIAC’s internal audit services cover the entire breadth of the organization, including all the Agency’s activities, assets, and personnel. The scope of internal audit activities also encompasses but is not limited to objective examinations of evidence to provide independent assurance and advisory services to the Board of Commissioners, the CEO, and the CFO.

The Director of Audit Compliance or designee may participate in non-internal audit services work, consultations, and evaluations (advisory services), authorized by the CEO, the Executive Leadership Team, or Senior Leadership, or special projects and investigations, approved by the Chief Executive Officer and Board of Commissioners, to improve procedures, controls, systems and/or efficiency of operations<sup>5</sup>.

The nature and scope of advisory services may be agreed with the party requesting the service, provided the internal audit function does not assume management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during advisory engagements. These opportunities will be communicated to the appropriate level of management.

Internal audit engagements may include but are not limited to evaluating whether:

- Risks relating to the achievement of the Agency’s strategic objectives are appropriately identified and managed.

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<sup>5</sup> Standard 13.3 - Engagement Objectives and Scope, “Internal auditors must consider whether the engagement is intended to provide assurance or advisory services because stakeholder expectations and the requirements of the standards differ depending on the type of engagement.”



- The actions of the Agency’s officers, directors, management, employees, and contractors or other relevant parties comply with policies, procedures, and applicable laws, regulations, and governance standards.
- The results of operations and programs are consistent with established goals and objectives.
- Operations and programs are being carried out effectively, efficiently, ethically, and equitably.
- Establish processes and systems to maintain compliance with the policies, procedures, laws, and regulations that could significantly impact the organization.
- The integrity of information and data and the means used to identify, measure, analyze, classify, and report such information and data is reliable.

### ***The Internal Audit Plan***

At least annually, the Director of Audit Compliance shall submit an Annual Internal Audit Plan to the Chief Executive Officer, Executive Leadership Team, and Board of Commissioners.

The Internal Audit Plan will include the following core elements:

- Summary of Departmental Audits conducted in the prior fiscal year.
- Audit Follow-Up Report or a Recommendation & Correction Action Plan Update
- Summary of Departmental Audits planned for the next fiscal year.
- Work schedule, budget, and resource requirements for the next fiscal year.

The Director of Audit Compliance will also:

- Communicate the impact of resource limitations on the internal audit plan to the Commissioners and the CEO.
- Review and adjust the internal audit plan, as necessary, in response to changes in the Agency’s business, risks, operations, programs, systems, and controls.
- Communicate with the Commissioners and the CEO if there are significant changes to the internal audit plan.

### ***Audit Reports***

All audit reports shall be prepared, reviewed, and issued by the Manager of Audit Compliance, or a designee, after an approved internal audit engagement. Draft reports will be issued to all managerial and director level process/risk owners. Following the draft audit report's release, the final audit report will be issued to the Chief Executive Officer and the Board of Commissioners. The OIAC will ensure that internal audit results are communicated to the RTA in a format that is in accordance with IIA standards<sup>6</sup>.

Internal audit reports shall include audit objectives, the scope and methodologies of the audit, background information, and recommendations and findings. Audit reports may include management’s response to specific findings or recommendations, corrective

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<sup>6</sup> Standard 15.1 - Final Engagement Communication, “For each engagement, internal auditors must develop a final communication that includes the engagement’s objectives, scope, recommendations and/or action plans if applicable, and conclusions.”

action taken, or actions planned to be taken. The management's response, whether included within the original audit report or provided thereafter, should include corrective actions to be taken, a timetable for anticipated completion, and an explanation for any corrective actions that will not be implemented.

In terms of consulting or advisory services, the OIAC shall issue reports or memos, documenting the project objectives, work performed, and results. The report or memo issued, as well as its corresponding workpapers may not be intended for distribution like an audit report, nor does it need to be, so long as the results are communicated in accordance with IIA standards<sup>7</sup>.

### ***Compliance Monitoring***

In accordance with IIA standards, the OIAC will develop a Recommendation and Corrective Action Monitoring Program<sup>8</sup>. The Director of Audit Compliance must establish a follow-up process to monitor and ensure that management actions have been effectively implemented or that the Executive Leadership Team has accepted the risk of not taking action. The follow-up process to monitor corrective actions shall be documented. The Director or designee will report on the status of the Corrective Actions periodically to the Board of Commissioners and the CEO.

When the Director of Audit Compliance concludes that management has accepted a high level of risk that may be harmful to the organization, the Director of Audit Compliance must discuss the matter with the Chief Executive Officer prior to reporting the acceptance of the risk. In addition, if the Director determines that corrective actions have not been resolved in a timely manner<sup>9</sup>, the Director must communicate the matter directly to the Board of Commissioners<sup>10</sup>.

### **Quality Assurance and Improvement Program**

The Director of Audit Compliance will develop, implement, and maintain a quality assurance and improvement program that covers all aspects of the internal audit function. The program will include external and internal assessments of the internal audit function's conformance with the Global Internal Audit Standards, as well as performance measurement to assess the internal audit function's progress toward the achievement of its objectives and promotion of continuous improvement. Also, if applicable, the

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<sup>7</sup> Standard 11.3 – Communicating Results, “The chief audit executive must communicate the results of internal audit services to the board and senior management periodically and for each engagement as appropriate.”

<sup>8</sup> Standard 15.2 – Confirming the implementation of Recommendations or Action Plans, “Internal auditors must confirm that management has implemented internal auditors’ recommendations or management’s action plans following an established methodology.”

<sup>9</sup> Standard 11.5 – Communicating the Acceptance of Risks, “the chief audit executive must communicate unacceptable levels of risk.”

<sup>10</sup> Standard 11.5 – Communicating the Acceptance of Risks, “When the chief audit executive concludes that management has accepted a level of risk that exceeds the organizations risk appetite or risk tolerance, the matter must be discussed with senior management. If the chief audit executive determines that the matter has not been resolved by senior management the matter must be escalated to the board.”

assessment will include plans to address the internal audit function’s deficiencies and opportunities for improvement.

Annually, the Director of Audit Compliance will communicate with the Board of Commissioners, the CEO, and the CFO about the internal audit function’s quality assurance and improvement program, including the results of internal assessments (ongoing monitoring and periodic self-assessments) and external assessments. External assessments will be conducted at least once every five years by a qualified, independent assessor or assessment team from outside the organization; qualifications must include at least one assessor holding an active Certified Internal Auditor (CIA) credential.<sup>11</sup>.

## **Charter Amendment History**

Adopted: June 27, 2023, Resolution No. 23-045

Charter Revision: January 28, 2025 (changes to the audit mandate, scope and responsibilities, reporting, audit plan, monitoring, and improvement plan). Resolution No. 24-150

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<sup>11</sup> Standard 8.4 – External Quality Assessment, “The chief audit executive must develop a plan for external quality assessments and discuss the plan with the board.”



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

FILE ID NO. \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF ORLEANS

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**RESOLUTION FOR THE ADOPTION AND APPROVAL OF THE INTERNAL AUDIT  
CHARTER**

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

**WHEREAS**, The Board of Commissioners of the Regional Transit Authority governs and sets agency policy for the Regional Transit Authority (RTA); and

**WHEREAS**, The RTA created the Office of Internal Audit and Compliance to provide independent and objective assurance and consulting services that add value to and improve the operations of RTA; and

**WHEREAS**, the Internal Audit Charter serves as a formal agreement between the Board of Commissioners, the Chief Executive Officer, and the Office of Internal Audit and Compliance that defines the purpose, mandate, and responsibility of the internal audit function consistent with the Institute of Internal Auditors' Global Internal Audit Standards; and

**WHEREAS**, the Internal Audit Charter established the internal audit function's position within the organization; authorizes access to records, personnel, and physical properties relative to the performance of its engagements; and defined the scope of the internal audit activities;

**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 approve and adopt the Internal Audit Charter of the Office of Internal Audit and Compliance.

Resolution No. \_\_\_\_\_

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

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

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

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

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

AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_\_ DAY OF JANUARY, YEAR.

\_\_\_\_\_  
Fred Neal, JR.  
CHAIRMAN  
RTA BOARD OF COMMISSIONERS



## Board Report and Staff Summary

**File #:** 24-143

**Finance Committee**

### FY25 PROTECT Grant Resilience Improvement Application/Bus Shelter Installations

DESCRIPTION: Application for the FHWA PROTECT Resilience Improvement Grant to fund projects enhancing the resilience of transportation infrastructure to natural hazards, climate change, and extreme weather events, through the installation of bus shelters within RTA's service area.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

#### RECOMMENDATION:

Authorization to apply for federal funds not to exceed \$8 million under the **PROTECT** Resilience Improvement Grant Program. The total project cost is estimated at \$10 million, requiring a local match not to exceed \$2 million. This project is already included in and accounted for in the RTA's Capital Investment Program.

#### ISSUE/BACKGROUND:

The PROTECT (Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation) program supports infrastructure improvements to withstand natural hazards such as flooding, sea-level rise, and extreme weather events. The FHWA announced a competitive funding opportunity totaling \$876 million for FY 2024-2025. There is no award ceiling for FY2024-2025 PROTECT grant funding, and there is an award floor of \$500,000. The FTA anticipates awarding 30-40 projects of differing amounts. The 2023 PROTECT grant program provided nearly \$830 million in funding supporting 80 projects across 41 states and territories. Of the \$830 million of funding provided, \$621 million was allocated to 36 Resilience Improvement grant projects. Eligible projects focus on enhancing resilience through nature-based solutions, stormwater control, and other climate adaptation measures.

The RTA seeks funding to install shelters and related improvements at RTA bus stops that currently do not have shelters. Through a grant funded by the Greater New Orleans Foundation, the RTA Capital Projects team is working with Committee for a Better New Orleans and RIDE New Orleans to improve the quality of bus stops and shelters, to make the shelter permitting process more efficient, and to update the RTA's scoring rubric for determining which bus stops should be prioritized for shelter installation. The updated matrix will weigh, among other factors, ridership, headways, heat island effect, and proximity to jobs and resources. The RTA also released a Request for Qualifications for a "Better Bus Shelter" design; responses to this RFQ were due in December. The approved design will be installed at bus stops using the PROTECT grant if awarded.

#### DISCUSSION:

The RTA will coordinate this project with on-going infrastructure and accessibility initiatives undertaken by the City of New Orleans. Based on recent bus shelter installation efforts, the RTA anticipates that \$10 million in

total funding (\$8 million in federal dollars and \$2 million in local match) will support shelter installations and stop enhancements at 200 bus stops. These numbers are preliminary, and the project budget and cost estimates are being refined. Accordingly, the staff is seeking Board authorization for an amount not to exceed \$8 million in federal funds and \$2 million in local funds for a total cost not to exceed \$10 million. Funding through the **PROTECT** grant would therefore allow the RTA to greatly expand and expedite its efforts to install shelters. Based on an analysis completed by RIDE New Orleans, if the RTA were to install 200 shelters, over 80% of riders would begin and end their trips at a sheltered stop. These site improvements would greatly enhance rider satisfaction by improving the comfort and safety of passengers waiting in a variety of weather conditions

FINANCIAL IMPACT:

The total project cost is not to exceed \$10 million. RTA's local match of up to \$2 million will be funded through its capital budget. This project to install shelters and related stop enhancements is already included within the CIP.

Additionally, the RTA may qualify for a reduction in the local match requirement if the project is incorporated into the Metropolitan Planning Organization's (MPO) climate resilience plan or the statewide long-range transportation plan. Under this provision, the local match could be reduced by up to 10%. Staff is requesting authorization for up to \$2 million in local match, but staff hopes to reduce this amount by pursuing these avenues for a reduced match.

NEXT STEPS:

- Submit PROTECT Application by February 24<sup>th</sup>, 2025

ATTACHMENTS:

1. Resolution
2. FY24/25 PROTECT Notice of Funding Opportunity (NOFO)

Prepared By: Django Szilagi  
Title: Senior Transportation Planner

Reviewed By: Rafe Rabalais  
Title: Director of Capital Projects

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



1/3/2025

Lona Edwards Hankins  
Chief Executive Officer

Date





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

FILE ID NO. 24-143

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO SUBMIT A GRANT APPLICATION FOR FY2024/2025 PROTECT  
RESILIENCE IMPROVEMENT PROGRAM**

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

**WHEREAS**, the Regional Transit Authority (RTA) is committed to improving the resilience of its transportation infrastructure to natural hazards, climate change, and extreme weather events, aligning with regional climate adaptation and hazard mitigation goals;

**WHEREAS**, the Federal Highway Administration (FHWA) announced a competitive funding opportunity through the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program, with \$876 million available for FY2024/2025; and

**WHEREAS**, the RTA seeks to enhance the resilience of its bus stop infrastructure by installing 200 shelters across its service area; and

**WHEREAS**, this project is anticipated to improve passenger comfort and safety, particularly in extreme weather conditions, through the implementation of new shelter designs developed in collaboration with the community and aligned with ongoing site improvement initiatives; and



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

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**WHEREAS**, the total project cost is estimated to not exceed \$10 million, with up to \$8 million requested through the PROTECT Resilience Improvement Grant Program and a local match of up to \$2 million, to be funded through RTA's capital budget; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or their designee, is authorized to submit an application for the FY2024/2025 PROTECT Resilience Improvement Program with a local match not to exceed \$2 million and to execute any and all agreements, certifications, and other necessary documentation required to effectuate the grant application.

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

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

**U.S. DEPARTMENT OF TRANSPORTATION  
Federal Highway Administration  
Notice of Funding Opportunity for Fiscal Years 2024-2026 Promoting Resilient Operations  
for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program**

**AGENCY:** U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

**ACTION:** Notice of Funding Opportunity (NOFO)

**SUMMARY:**

<b>SUMMARY OVERVIEW OF KEY INFORMATION: NOFO for Fiscal Years (FY) 2024-2026 PROTECT Discretionary Grant Program</b>	
Issuing Agency	FHWA
Program Overview	The purpose of this NOFO is to provide grants on a competitive basis for projects that seek to strengthen surface transportation to be more resilient to natural hazards, including climate change, sea level rise, heat waves, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure.
Objective	Plan for and strengthen surface transportation to be more resilient to natural hazards, including climate change, sea level rise, flooding, heat waves, extreme weather events, and other natural disasters.
Eligible Applicants	<p><u>Planning Grants, Resilience Improvement Grants, and Community Resilience and Evacuation Route Grants (23 U.S.C. § 176(d)(2))</u></p> <ol style="list-style-type: none"> <li>1. A State or political subdivision of a State. (Includes the District of Columbia and Puerto Rico)</li> <li>2. A metropolitan planning organization (MPO).</li> <li>3. A unit of local government.</li> <li>4. A special purpose district or public authority with a transportation function, including a port authority.<sup>1</sup></li> <li>5. An Indian Tribe (as defined in 23 U.S.C. § 207(m)(1)).</li> <li>6. A Federal land management agency that applies jointly with a State or group of States.</li> <li>7. A multi-State or multijurisdictional group of entities described in (1) through (6).</li> </ol> <p><u>At-Risk Coastal Infrastructure Grants (23 U.S.C. § 176(d)(4)(C)(i)(I-VIII))</u></p> <ol style="list-style-type: none"> <li>1. A State (including the U.S. Territories Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana</li> </ol>

<sup>1</sup> Public authorities with a transportation function can include public transportation and transit agencies (see PROTECT NOFO Q&A: [https://www.fhwa.dot.gov/environment/protect/discretionary/protect\\_nofa\\_qa.pdf](https://www.fhwa.dot.gov/environment/protect/discretionary/protect_nofa_qa.pdf))

	<p>Islands) in, or bordering on, the Atlantic, Pacific, or Arctic Oceans, the Gulf of Mexico, Long Island Sound, or one or more of the Great Lakes.</p> <ol style="list-style-type: none"> <li>2. A political subdivision of a State described in (1.) above</li> <li>3. An MPO in a State described in (1.) above</li> <li>4. A unit of local government in a State described in (1.) above.</li> <li>5. A special purpose district or public authority with a transportation function, including a port authority, in a State described in (1.) above.</li> <li>6. An Indian Tribe in a State described in (1.) above.</li> <li>7. A Federal land management agency that applies jointly with a State or group of States described in (1.) above.</li> <li>8. A multi-State or multijurisdictional group of entities described in (1.) through (7.) above.</li> </ol>
<p>Eligible Project Types</p>	<p>PROTECT Discretionary Grant funds can only be used for activities that are primarily for the purpose of resilience or inherently resilience related.</p> <p>The PROTECT Program has four different categories of projects:</p> <ul style="list-style-type: none"> <li>• Planning Grants (23 U.S.C. § 176(d)(3))</li> <li>• Resilience Improvement Grants (23 U.S.C. § 176(d)(4)(A)(ii))</li> <li>• Community Resilience and Evacuation Route Grants (23 U.S.C. § 176(d)(4)(B)(ii))</li> <li>• At-Risk Coastal Infrastructure Grants (23 U.S.C. 176(d)(4)(C)(iii))</li> </ul>
<p>Eligible Facilities</p>	<p>A PROTECT Discretionary Grant Program Planning Grant or Resilience Grant may be awarded only for the following facilities (23 U.S.C. § 176(d)(5)(C)):</p> <ol style="list-style-type: none"> <li>1. A highway<sup>2</sup> project eligible for assistance under this title.</li> <li>2. A public transportation facility or service eligible for assistance under chapter 53 of title 49.</li> <li>3. A facility or service for intercity rail passenger transportation (as defined in section 24102 of title 49).</li> <li>4. A port facility, including a facility that: <ol style="list-style-type: none"> <li>a) connects a port to other modes of transportation;</li> <li>b) improves the efficiency of evacuations and disaster relief; or</li> <li>c) aids transportation.</li> </ol> </li> </ol>

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<sup>2</sup> The term “highway” includes a road, street, and parkway; a right-of-way, bridge, railroad-highway crossing, tunnel, drainage structure including public roads on dams, sign, guardrail, and protective structure, in connection with a highway; and a portion of any interstate or international bridge or tunnel and the approaches thereto, the cost of which is assumed by a State transportation department, including such facilities as may be required by the U.S. Customs and Immigration Services in connection with the operation of an international bridge or tunnel. 23 U.S.C. § 101(a)(11).

Funding	<p>Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021), also known as the “Bipartisan Infrastructure Law,” provides \$300 million annually for FY 2024-2026.</p> <p>This NOFO announces two application periods:</p> <ul style="list-style-type: none"> <li>• FY 2024 and 2025 Funding: up to \$576 million</li> <li>• FY 2026 Funding: up to \$300 million</li> </ul> <p>The FY 2024 and 2025 application period includes up to \$16 million in unawarded FY 2023 funds.</p> <p>The actual amount available to be awarded under this Notice will be subject to the availability of funds.</p>
Opening Dates	<ul style="list-style-type: none"> <li>• FY 2024 and 2025 Opening: October 25, 2024</li> <li>• FY 2026 Opening: October 27, 2025</li> </ul>
Deadline	<ul style="list-style-type: none"> <li>• FY 2024 and 2025 Deadline: February 24, 2025, 11:59 p.m. ET</li> <li>• FY 2026 Deadline: February 24, 2026, 11:59 p.m. ET</li> </ul>
Cost-Share	<p>For PROTECT Discretionary Grant Program Planning Grants, the Federal share of an eligible planning activity shall be 100 percent. (23 U.S.C. § 176(d)(5)(E)(i)).</p> <p>For PROTECT Discretionary Grant Program Resilience Grants, the Federal share of an eligible project shall not exceed 80 percent of the total cost of the project. (23 U.S.C. § 176(d)(5)(E)(ii)(I)). If an Indian Tribe (as defined in 23 U.S.C. § 207(m)(1)) receives a Resilience Improvement Grant, Community Resilience and Evacuation Route Grant, or At-Risk Coastal Infrastructure Grant, on the determination of the Secretary, the Federal share of an eligible project may be up to 100 percent. (23 U.S.C. § 176(d)(5)(E)(ii)(II)). For projects carried out in the U.S. Virgin Islands, Guam, American Samoa, or the Commonwealth of the Northern Mariana Islands, the Federal share of an eligible project shall be 100 percent. (23 U.S.C. § 120(g)).</p> <p>The non-Federal share of the cost of a project carried out using PROTECT Discretionary Grant funds may be reduced by 7 percentage points if the State has developed a Resilience Improvement Plan and prioritized the project on that Resilience Improvement Plan (23 U.S.C. 176(e)(1)(B)(i)); and 3 percentage points if a State Resilience Improvement Plan developed in accordance with Section 176(e) is incorporated (directly or by reference) into the metropolitan transportation plan (MTP) under 23 U.S.C. 134 or the statewide long-range transportation plan under 23 U.S.C. 135, as applicable. (23 U.S.C.176(e)(1)(B)(ii)).</p> <p>See Section C.2 of this NOFO for more information on cost share requirements.</p>

The purpose of this NOFO is to solicit applications for FHWA’s PROTECT Discretionary Program grants and will result in the distribution of up to \$876 million. The actual amount available to be awarded under this notice will be subject to the availability of funds.

Funds made available for Federal FYs 2024-2026 for the PROTECT Discretionary Grant Program are to be awarded on a competitive basis to make transportation infrastructure and service more resilient to climate change and extreme weather events under 23 U.S.C. § 176. This Notice describes the application requirements, selection and evaluation criteria, applicable program and Federal requirements, and available technical assistance during the grant solicitation period.

**DATES:**

See the table below for important dates and deadlines for FYs 2024-2026 applications. The minimum number of days of an application open period represents calendar days (i.e., not working days).

Activity	Funding (Fiscal Year)	
	FY24-25	FY26
NOFO Release	10/25/2024	10/27/2025
Minimum Number of Days of Application Open Period	120 days	120 days
NOFO Close	2/24/2025	2/24/2026

Applicants must ensure they are properly registered<sup>3</sup> in Grants.gov. Applicants can only submit applications starting with the NOFO release date and ending on the NOFO close date indicated above for each fiscal year. Applications must be submitted electronically through Grants.gov no later than 11:59 p.m., Eastern Standard Time, on those “NOFO Close” dates for any funding year the applicant wishes to apply for funding. The Grants.gov “Apply” function will open by the NOFO Release Date and will close after the NOFO Close Date.

Applicants are encouraged to submit applications in advance of the relevant application deadline; however, applications will not be assessed, and awards will not be made, until after the respective application deadline.

For each Application Open Period, FHWA plans to conduct outreach regarding PROTECT Discretionary Program grants in the form of virtual meetings (Webinars) after the NOFO period opens, and before the NOFO period closes. To view upcoming Webinars and register, please follow the instructions posted on <https://www.fhwa.dot.gov/environment/protect/discretionary>. The Webinars will be recorded and posted on FHWA's PROTECT Discretionary Grant Program Website at <https://www.fhwa.dot.gov/environment/protect/discretionary>.

**ADDRESSES:**

Applications must be submitted electronically through [Grants.gov](https://www.grants.gov). Refer to Assistance Listing: 20.205 – Highway Planning and Construction.

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<sup>3</sup> <https://www.grants.gov/applicants/applicant-registration>

**FOR FURTHER INFORMATION CONTACT:**

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Agreement Specialist  
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U.S. Department of Transportation  
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Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except Federal holidays.

FHWA will not review applications in advance, but FHWA staff are available for general questions about the PROTECT Program and NOFO. FHWA will not provide technical assistance to any applicant including providing guidance on how to address any information that should be included in an application. In addition, FHWA will post answers to questions and requests for clarifications at Grants.gov under this NOFO's page, at the PROTECT Discretionary Grant Program Website at <https://www.fhwa.dot.gov/environment/protect/discretionary>, and on FHWA's Bipartisan Infrastructure Law (BIL) Guidance Website at <https://www.fhwa.dot.gov/bipartisan-infrastructure-law/guidance.cfm>. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact FHWA directly at [PROTECTdiscretionary@dot.gov](mailto:PROTECTdiscretionary@dot.gov), rather than through intermediaries or third parties, with questions.

**Applicants are encouraged to submit questions to [PROTECTdiscretionary@dot.gov](mailto:PROTECTdiscretionary@dot.gov) no later than 60 days after the NOFO Release Date to ensure FHWA has adequate time to respond prior to the application deadline.**

**FHWA cannot guarantee that questions received after that date will be answered prior to the application deadline.**

**SUPPLEMENTARY INFORMATION:**

Each section of this Notice contains information and instructions relevant to the application process for the PROTECT Discretionary Grant Program grants. The applicant should read this Notice in its entirety in order to submit all necessary information for complete and competitive applications.

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**NOTE: FHWA uses [www.grants.gov](http://www.grants.gov) for receipt of all applications. Applicants must register and use the system to submit applications electronically. Applicants are encouraged to register in advance of the submission deadline and to register to receive notifications of updates/amendments to this Notice. Approval of user registrations for the site may take multiple weeks. It is the Applicant’s responsibility to monitor for any updates to this Notice.**



## SECTION A - PROGRAM DESCRIPTION

### 1. Overview

Section 11405 of the BIL, enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58, Nov. 15, 2021), established the PROTECT Program and Discretionary Grant programs, which are codified at 23 U.S.C. § 176. The purpose of the PROTECT Formula and Discretionary Grant programs is to plan for and strengthen surface transportation to be more resilient to natural hazards, including climate change, sea level rise, heat waves, flooding, extreme weather events, and other natural disasters through formula and competitive discretionary grants.

In April of 2023, DOT issued a NOFO soliciting applications for FY 2022 and 2023 PROTECT Discretionary Grant funds. DOT awarded \$829.6 million in PROTECT Discretionary grants for 80 projects. For information on these grant awards, see [https://www.fhwa.dot.gov/environment/protect/discretionary/grant\\_recipients/](https://www.fhwa.dot.gov/environment/protect/discretionary/grant_recipients/). This NOFO is for the discretionary portion of the PROTECT Program and will result in the distribution of up to \$876 million for the PROTECT Discretionary Grant Program through a competitive discretionary grant process.<sup>4</sup> The total amount of funding available in this NOFO is up to \$876 million across two application periods, combined FY 2024 and 2025 and subsequently FY 2026.<sup>5</sup>

The vision of the PROTECT Discretionary Grant Program is to fund projects that address the climate crisis by improving the resilience of the surface transportation system, including highways, public transportation, ports, and intercity passenger rail. Projects selected under this program should be grounded in the best available scientific understanding of climate change risks, impacts, and vulnerabilities. They should support the continued operation or rapid recovery of crucial local, regional, or national surface transportation facilities. Furthermore, selected projects should utilize innovative and collaborative approaches to risk reduction, including the use of natural infrastructure, which is explicitly eligible under the program. Also called nature-based solutions, these strategies include conservation, restoration, or construction of riparian and streambed treatments, marshes, wetlands, native vegetation, stormwater bioswales, breakwaters, reefs, dunes, parks, urban forests, and shade trees. They reduce flood risks, erosion, wave damage, and heat impacts while also creating habitat, filtering pollutants, and providing recreational benefits. Projects in the PROTECT Discretionary Grant Program have the potential to demonstrate innovation and best practices that State and local governments in other parts of the country can consider replicating.

By funding projects that improve resilience to natural hazards and climate change impacts, the PROTECT Discretionary Grant Program aims to reduce damage and disruption to the transportation system, improve the safety of the traveling public, and improve equity by

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<sup>4</sup> Funding for the PROTECT Discretionary Grants Program comes from two sources: 1) funding authorized as contract authority from the Highway Trust Fund, and 2) funding appropriated from the General Fund in annual appropriations acts. Funding authorized from the Highway Trust Fund is reduced based on the imposition of the obligation limitation contained in the annual appropriations acts. The BIL authorized \$250 million annually from the Highway Trust Fund for FY 2022 and 2023. In addition, \$400 million was appropriated in FY 2022 and 2023. Currently, \$300 million is authorized annually for FYs 2024, 2025, and 2026 as reflected in Section B.

<sup>5</sup> The FY 2024-2025 application period also includes up to \$16 million in unawarded FY 2023 funding.

addressing the needs of disadvantaged communities that are often the most vulnerable to hazards. FHWA will seek to award projects to communities that demonstrate a strong need for the funding; the program includes set asides for rural communities and Indian Tribes.

For the PROTECT Discretionary Grant Program, like the PROTECT Formula Program, grant funds can only be used for activities that are primarily for the purpose of resilience or inherently resilience related.

There are four categories of funding under the PROTECT Discretionary Grant Program. One category is for Planning Grants. The other three categories are for Resilience Improvement, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure projects, and throughout this NOFO are collectively referred to as Resilience Grants.

**Planning Grants** may be used to develop Resilience Improvement Plans in accordance with 23 U.S.C § 176(e)(2) for States and MPOs; resilience planning, predesign, design, or the development of data tools to simulate transportation disruption scenarios, including vulnerability assessments; technical capacity building to facilitate the ability of the eligible entity to assess the vulnerabilities of its surface transportation assets and community response strategies under current conditions and a range of potential future conditions; or evacuation planning and preparation. (23 U.S.C. § 176(d)(3)).

**Resilience Improvement Grants** may be used to improve the ability of an existing surface transportation asset to withstand one or more elements of a weather event or natural disaster, or to increase the resilience of surface transportation infrastructure from the impacts of changing conditions, such as sea level rise, flooding, wildfires, extreme weather events, and other natural disasters. (23 U.S.C. § 176(d)(4)(A)). Extreme weather events may include heat waves.

**Community Resilience and Evacuation Route Grants** may be used for activities that strengthen and protect evacuation routes that are essential for providing and supporting evacuations caused by emergency events including activities that will improve evacuation routes, provide safe passage during an evacuation, and reduce the risk of damage to evacuation routes as a result of future emergency events. For routes that inadequately facilitate evacuations, including the transportation of emergency responders and recovery resources, activities include expanding capacity through installation of communication and intelligent transportation system equipment and infrastructure, counterflow measures, or shoulders, in addition to constructing new or redundant evacuation routes, acquiring evacuation route or traffic incident management equipment or signage, or ensuring access or service to critical destinations, including hospitals and other medical or emergency services facilities, major employers, critical manufacturing centers, ports and intermodal facilities, utilities, and Federal facilities. (23 U.S.C. § 176(d)(4)(B)).

**At-Risk Coastal Infrastructure Grants** may be used for activities to strengthen, stabilize, harden, elevate, relocate or otherwise enhance the resilience of highway and non-rail infrastructure, including: bridges, roads, pedestrian walkways, and bicycle lanes, and associated infrastructure, such as culverts and tide gates to protect highways that are subject to, or face increased long-term future risks of, a weather event, a natural disaster, or changing conditions,

including coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs. (23 U.S.C. § 176(d)(4)(C)).

Together, these four funding categories will make surface transportation assets, communities, and coastal infrastructure more resilient to current and future weather events and natural disasters, such as severe storms, flooding, drought, levee and dam failures, wildfire, rockslides, mudslides or landslides, sea level rise, extreme weather, including extreme temperature, and earthquakes, as well as to allow for continued operation or rapid recovery of surface transportation systems.

Applicants may submit multiple applications. Applicants may also use one application to submit the same project for multiple funding categories if the project meets the eligibility criteria for multiple categories. For instance, a project to improve resilience of a coastal evacuation route could be eligible under all three Resilience Grant categories. Applicants would need to be sure to submit all the information needed for each category under which they are applying. Applicants should indicate which funding category or categories to which they are applying, however FHWA reserves the discretion to determine the funding category from which to make an award for a project, including a category for which the applicant did not apply.

Different funding amounts are available for each category, as shown below.

<b>Funding Category</b>	<b>Approximate Funding Available FY 2024-2025</b>	<b>Approximate Funding Available FY 2026</b>
<u>Planning Grants</u>	Up to \$56 million	Up to \$30 million
<u>Resilience Improvement Grants</u>	Up to \$408 million <sup>6</sup>	Up to \$210 million
<u>Community Resilience and Evacuation Route Grants</u>	Up to \$56 million	Up to \$30 million
<u>At-Risk Coastal Infrastructure Grants</u>	Up to \$56 million	Up to \$30 million

For more information about the eligible activities under each grant category see Section C of this NOFO.

FHWA will award FY 2024-2026 PROTECT Discretionary Grant Program grants to eligible applicants consistent with applicable statutory criteria and priorities, merit criteria, and the Administration priorities described within this NOFO.

### **Eligible Applicants**

The PROTECT Discretionary Grant Program provides broad applicant eligibility for all levels of government to be direct recipients of funds. States, Territories, MPOs, local governments, Indian Tribes, public transportation agencies, and port authorities can apply directly to FHWA. A Federal land management agency may be eligible if the agency applies jointly with a State or group of States. (See Section C for a complete list of eligible entities). FHWA encourages all

<sup>6</sup> Includes up to \$16 million in unawarded FY 2023 funding.

eligible entities regardless of size, location, and experience administering Federal funding awards to apply for Federal assistance for Planning Grants and Resilience Grants under this NOFO.

To assist applicants, FHWA has developed application templates which applicants are encouraged to use and are available via Attachments 1 & 2 to the NOFO, as available on [grants.gov](https://www.grants.gov). These application templates can be found under the related documents tab for this NOFO on Grants.gov. The application templates are provided solely as a prompt for applicants and are not required for the grant application.

### **Administration Priorities and Departmental Strategic Plan Goals**

The Department seeks to fund projects that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation as described in the [USDOT Strategic Plan](#), [Research, Development and Technology Strategic Plan](#), and in executive orders (E.O.).<sup>7</sup> Consistent with E.O. 14030 and E.O. 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425), project applicants should be aware that DOT is in the process of developing guidance and considering updates to its floodplain requirements, including redefining the appropriate flood hazard area to account for future climate conditions.

Please see Section E of this NOFO for more information on the FY 2024-2026 PROTECT Discretionary Grant Program selection criteria, the process for selecting projects, and how FHWA will assess applications in regard to these Administration priorities and goals. In addition, Section F.3 describes progress and performance reporting requirements for selected projects and the Administration's goals as appropriate.

## **2. Additional Information**

The PROTECT Discretionary Grant Program is described in the Federal Assistance Listings under the assistance listing program title "Highway Planning and Construction" and assistance listing number 20.205.

FHWA is committed to considering project funding decisions holistically among the various discretionary grant programs available in BIL. FHWA also recognizes that applicants may be seeking funding from multiple discretionary grant programs and opportunities. An applicant may seek the same award amounts from multiple DOT discretionary opportunities or seek a combination of funding from multiple DOT opportunities.

The applicant should identify any other DOT programs and opportunities it intends to apply for (or utilize if the Federal funding is already available to the applicant), and what award amounts it will be seeking, in the appropriate sections of this NOFO, including Section D.2.b.II.

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<sup>7</sup> E.O. 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619). E.O. 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009). E.O. 14025, Worker Organizing and Empowerment (86 FR 22829), and E.O. 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

### **3. Changes from the FY 2022-2023 NOFO**

This is the second NOFO for the PROTECT Discretionary Grant Program. The FY 2024–2026 PROTECT Discretionary Grant Program NOFO is similar to FY 2022 and FY 2023 PROTECT Discretionary Grant Program NOFO. Changes have been made to the application period timeframes in Sections A and D, merit criteria in Section E, and rating criteria in Section E. Applicants should read the NOFO in its entirety when applying for this funding opportunity.

#### **Changes to Application Period Timeframes**

This NOFO announces two application periods:

- FY 2024 and FY 2025: open October 25, 2024-February 24, 2025
- FY 2026: open October 2, 2025-February 24, 2026

#### **Changes to Merit Criteria and Rating Criteria**

##### **Planning Grants**

- Criterion #1 Program Alignment has been split into two separate criteria (now Criterion #1 Program Alignment and Criterion #2 Planning Activity Approach)
- Criterion #4 Innovation has been streamlined to reduce sub-components and focuses on nature-based solutions and innovation
- New Priority Consideration has been added on “Development of a Resilience Improvement Plan”
- Medium or High rating on Criterion #1 Program Alignment required for Highly Recommended overall rating
- At least two High ratings required for Recommended overall rating

##### **Resilience Grants**

- Criterion #3 Design Elements has been streamlined by removing duplicative nature-based solutions sub-component
- Criterion #6 Climate Change and Sustainability was updated to reflect Administration priorities for climate change sustainability and resilience
- Criterion #8 Innovation has been streamlined to reduce sub-components and focuses on nature-based solutions and innovation
- Medium or High rating on Criterion #1 Vulnerability and Risk required for Highly Recommended overall rating
- At least three High ratings required for Recommended overall rating

#### **Application Templates**

- Adds language to strongly encourage use of NOFO application templates (Attachments 1 & 2)

## SECTION B - FEDERAL AWARD INFORMATION

### 1. Award Amount Available

The total amount of funding available for awards under this NOFO is up to \$876 million. This includes up to \$576 million<sup>8</sup> for the FY 2024-2025 PROTECT Discretionary Grant Program application period, and up to \$300 million for the FY 2026 application period. Of this amount, up to \$86 million is available for Planning Grants; up to \$618 million is available for Resilience Improvement Grants; up to \$86 million is available for Community Resilience and Evacuation Route Grants; and up to \$86 million is available for At-Risk Coastal Infrastructure Grants. Subject to the availability of funds, an eligible entity may request, and the Secretary may distribute funds for a grant under this subsection on a multiyear basis, as the Secretary determines to be necessary. Any award under this NOFO will be subject to the availability of funding.

### 2. Award Size

On April 11, 2024, FHWA announced grant selections for the FY 2022 and FY 2023 PROTECT Discretionary Grant application period, including awards for 26 Planning Grant projects between \$142,000 and \$5.3 million, and 54 Resilience Improvement, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure Grant projects between \$752,000 and \$60 million.

For FY 2024-2026 PROTECT Discretionary Grant Program Planning Grants, FHWA requests applications for a minimum award size of \$100,000 and no maximum award size.

For FY 2024-2026 PROTECT Discretionary Grant Program Resilience Improvement, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure grants FHWA requests applications for a minimum award size of \$500,000. There is no recommendation for the maximum award size. FHWA anticipates awarding between 30 to 40 Resilience Improvement, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure grants using FY 2024 and 2025 funds, and between 15 to 20 Resilience Improvement, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure grants using FY 2026 funds. The number of awards will be determined by the number and quality of applications received in response to this NOFO and the availability of funding.

If an applicant seeks an award amount that is less than the minimum, the application should include a justification for the requested amount. FHWA reserves the discretion to consider

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<sup>8</sup> PROTECT Discretionary Grant Program funds from the Highway Account of the Highway Trust Fund are contract authority, which is reduced based on the imposition of the Federal-aid obligation limitation contained in the annual appropriations acts. Accordingly, the amount of \$300,000,000 authorized for each of FYs 2024, 2025, and 2026 is reduced to \$260,400,000 for FY 2024 and is anticipated to be reduced for FY 2025 and 2026 as well. FY 2024-2025 funding includes up to \$16 million in unawarded FY 2023 funding.

award sizes below the minimum award size listed above. Consideration will include the total amount of eligible PROTECT Discretionary Grant Program grant funds requested and consideration of the evaluation and selection criteria described in Section E.

### **3. Statutory Funding Provisions**

#### **a. Rural Set-Aside**

Of the amounts made available for each fiscal year, the Secretary shall use not less than 25 percent for grants to projects located in areas that are outside an urban area with a population over 200,000. (23 U.S.C. § 176(d)(5)(H)(ii)).

#### **b. Tribal Set-Aside**

Of the amounts made available for each fiscal year, the Secretary shall use not less than 2 percent for grants to Indian Tribes (as defined in section 23 U.S.C. § 207(m)(1)) for eligible PROTECT Discretionary Grant Program Planning Grants, Resilience Improvement Grants, Community Resilience and Evacuate Routes Grants, and At-Risk Coastal Grants. (23 U.S.C. § 176(d)(5)(H)(iii)).

#### **c. Unutilized Amounts**

For any fiscal year, if the Secretary determines that the amount of the Rural Set-Aside or Tribal Set-Aside will not be fully utilized for PROTECT Discretionary Grant Program grants, the Secretary may reallocate the unutilized funds to provide grants to other PROTECT Discretionary Grant Program eligible entities. (23 U.S.C. § 176(d)(5)(H)(iv)).

#### **d. Limitation on Intercity Rail Passenger Transportation**

Limit on certain activities: for each fiscal year, not more than 25 percent of the total amount provided will be used for a facility or service for intercity rail passenger transportation (as defined in 49 U.S.C. § 24102). (23 U.S.C. § 176(d)(5)(G)(ii)).

### **4. Availability of Funds**

Selected projects will be funded with either FY 2023, FY 2024, FY 2025, or FY 2026 funds. For FY 2024 and FY 2025 funds jointly awarded for the first application period, FHWA expects to obligate FY 2024 funds before FY 2025 funds.

Each fiscal year of funding has a required funding obligation deadline as noted in the table below. Obligation for a PROTECT Discretionary Grant Program grant occurs when a selected applicant enters a project agreement with FHWA, and FHWA authorizes the project to proceed. For construction, this is generally after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements and compliance with 23 Code of Federal Regulations (CFR) 635 subpart C “Physical Construction

Authorization” for State department of transportation (State DOT) applicants or 2 CFR 200.318 – 327 for non-State DOT applicants.

<b>Fiscal Year Funding</b>	<b>Funding Obligation Deadline</b>
2023	September 30, 2026
2024	September 30, 2027
2025	September 30, 2028
2026	September 30, 2029

Funding expenditure deadlines will be documented in the grant agreement depending on the fund source. For award recipients of the FY2024 and FY2025 PROTECT NOFO, FHWA will consider the estimated project start date provided in the application in determining which fiscal year funding to use. Funds will be assigned after announcement of award during the grant agreement process.

Awards from FY 2026 funding cannot be obligated before October 1, 2025.

## **5. Type of Award**

If the successful applicant is a State DOT or a State DOT will serve as a pass-through entity to a non-State DOT entity, PROTECT Discretionary Grant Program funds will be awarded upon the execution of a project agreement, which is a type of grant agreement for administration of funds to a State DOT in the Fiscal Management Information System (FMIS).

If the successful applicant is a non-State DOT, funds will be awarded upon the execution of a grant agreement. A determination will be made if the successful applicant included a request for an applicable State DOT, or FHWA Federal Lands Highway Division for Indian Tribe projects, to administer the project.

## **6. Previous PROTECT Discretionary Grant Applications**

Applicants to the FY 2022 and FY 2023 NOFO, including those that were awarded funds under that NOFO, may apply for funding in either or both application periods under this NOFO. There is no restriction or preference for applications or applicants who have previously applied or been selected or not selected for the PROTECT Discretionary Grant Program.

Applicants seeking funding under this PROTECT Discretionary Grant Program NOFO will need to resubmit applications for each subsequent application period. FHWA will not carry over applications from the FY 2022-2023 PROTECT Discretionary NOFO into this NOFO.

Similarly, FHWA will not carry over applications from the FY 2024-2025 application period to the FY 2026 application period.

FHWA intends to announce award recipients for the FY 2024-2025 application period prior to the beginning of the application period for FY 2026 funds. Applications for projects that previously received PROTECT Discretionary Grant Program funding may seek additional funding for the projects under this NOFO and applications that receive an award under the FY 2024-2025 application period may seek additional funding under the FY 2026 application period.



FHWA, however, will not provide additional funding under this NOFO for the same scope of work that was previously awarded funding. Applications for projects that previously received funding will need to clearly identify the phase and deliverables of the project for which it is seeking additional funding under this NOFO.

## **7. Period of Performance**

If a grant recipient will be a State DOT or if a State DOT will serve as a pass-through to a non-State DOT entity awarded a grant, the DOT Payment System will be “Current Bill” in FMIS and the start of the period of performance will begin on the date the project agreement is approved in FMIS and end on the project end date in FMIS.

If a grant recipient will be a non-State DOT entity, the DOT Payment System will be “DELPHI eInvoicing” and the start of the period of performance will begin on the date the grant agreement is executed by FHWA, and end according to the period of performance listed in the grant agreement.

## **SECTION C - ELIGIBILITY INFORMATION**

To be selected for a PROTECT Discretionary grant, an applicant must meet the eligibility requirements under this section including Eligible Entity; Eligible Project; Statutory Cost Sharing or Match requirements; and Statutory Applicant Requirements. Applications that do not meet these threshold eligibility requirements will not be assessed under the criteria in Section E.1.

### **1. Eligible Applicants**

- a. Planning Grants, Resilience Improvement Grants, and Community Resilience and Evacuation Route Grants have the same statutory rules for all applicants eligible to apply. At-Risk Coastal Grants have different statutory rules for applicant eligibility.

**Eligible Applicants**  
**Planning Grants, Resilience Improvement Grants, and**  
**Community Resilience and Evacuation Route Grants**  
(23 U.S.C. § 176(d)(2))

1. A State or political subdivision of a State. (State includes the District of Columbia and Puerto Rico)
2. An MPO.
3. A unit of local government.
4. A special purpose district or public authority with a transportation function, including a port authority.<sup>9</sup>
5. An Indian Tribe (as defined in 23 U.S.C. § 207(m)(1)).
6. A Federal land management agency that applies jointly with a State or group of States.
7. A multi-State or multijurisdictional group of entities described in (1) through (6).

**Eligible Applicants**  
**At-Risk Coastal Infrastructure Grants**  
23 U.S.C. § 176(d)(4)(C)(i)(I)-(VIII)

1. A State (including the U.S. Territories Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands) in, or bordering on, the Atlantic, Pacific, or Arctic Ocean, the Gulf of Mexico, Long Island Sound, or one or more of the Great Lakes.
2. A political subdivision of a State described in (1.) above.
3. An MPO in a State described in (1.) above.
4. A unit of local government in a State described in (1.) above.
5. A special purpose district or public authority with a transportation function, including a port authority,<sup>10</sup> in a State described in (1.) above.

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<sup>9</sup> Public authorities with a transportation function can include public transportation and transit agencies (see PROTECT NOFO Q&A: [https://www.fhwa.dot.gov/environment/protect/discretionary/protect\\_nofq.pdf](https://www.fhwa.dot.gov/environment/protect/discretionary/protect_nofq.pdf)).

<sup>10</sup> Public authorities with a transportation function can include public transportation and transit agencies (see PROTECT NOFO Q&A: [https://www.fhwa.dot.gov/environment/protect/discretionary/protect\\_nofq.pdf](https://www.fhwa.dot.gov/environment/protect/discretionary/protect_nofq.pdf)).

6. An Indian Tribe in a State described in (1.) above.
7. A Federal land management agency that applies jointly with a State or group of States described in (1.) above.
8. A multi-State or multijurisdictional group of entities described in (1.) through (7.) above.

**b. Joint Applications for Any PROTECT Discretionary Grant Program Funding Category**

Multiple States or a multijurisdictional group that submits a joint application should identify a lead applicant as the primary point of contact. Joint applications should include a description of the roles and responsibilities of each applicant and should be signed or include a letter of support by each applicant. The applicant that will be responsible for financial administration of the project and the recipient of a PROTECT Discretionary Grant Program award must be an eligible applicant.

**2. Cost Sharing or Matching**

For PROTECT Discretionary Planning Grants, the Federal share of an eligible planning activity shall be 100 percent. (23 U.S.C. § 176(d)(5)(E)(i)).

For PROTECT Discretionary Resilience Grants, the Federal share of an eligible project shall not exceed 80 percent of the total cost of the project. (23 U.S.C. § 176(d)(5)(E)(ii)(I)). If an Indian Tribe (as defined in 23 U.S.C. § 207(m)(1)) receives a Resilience Improvement Grant, Community Resilience and Evacuation Route Grant, or At-Risk Coastal Infrastructure Grant, on the determination of the Secretary of DOT, the Federal share of an eligible project may be up to 100 percent. (23 U.S.C. § 176(d)(5)(E)(ii)(II)). For projects carried out in the U.S. Virgin Islands, Guam, American Samoa, or the Commonwealth of the Northern Mariana Islands, the Federal share of an eligible project shall be 100 percent. (23 U.S.C. § 120(g)).

Per 23 U.S.C. § 176(d)(5)(E)(iii), an eligible entity may use Federal funds other than a grant under the PROTECT Discretionary Grant Program to meet the non-Federal cost share requirement. The eligibility requirements and the non-Federal share requirements for each type of Federal funding used in the project must be met. In addition, all cost-share funds used are subject to the same Federal requirements as PROTECT Discretionary Grant Program funds described in Section F.2. Unless otherwise authorized by statute, the cost-share may not be counted as non-Federal share for both a PROTECT Discretionary Grant Program project and another Federal program.

For the PROTECT Discretionary Grant Program, like the PROTECT Formula Program, grant funds can only be used for activities that are primarily for the purpose of resilience or inherently resilience related. As such, only the cost of making assets more resilient are eligible for PROTECT funding. (For more information, see “Promoting Resilient Operations for

Transformative, Efficient, and Cost Saving Transportation (PROTECT) Formula Program Implementation Guidance” July 29, 2022, p.14 available at ([https://www.fhwa.dot.gov/environment/sustainability/resilience/policy\\_and\\_guidance/protect\\_formula.pdf](https://www.fhwa.dot.gov/environment/sustainability/resilience/policy_and_guidance/protect_formula.pdf)). The PROTECT Discretionary Grant Program project cost cannot include any previously incurred costs.

Applicants should use the following equation when determining the cost share for their Resilience grant project:

(PROTECT Grant + Other Funds for the Project) = Total PROTECT Discretionary Grant Program Project Cost

PROTECT Grant must be  $\leq 0.80 \times$  Total PROTECT Discretionary Grant Program Project Cost

### **Calculating Cost Share with a Resilience Improvement Plan**

The non-Federal share requirement shall be reduced as provided under 23 U.S.C. § 176(e)(1)(B)(i) and (ii) to a maximum reduction of 10 percent<sup>11</sup> under 23 U.S.C. § 176(e)(1)(B)(iii)(I).

The non-Federal share of the cost of a project carried out using PROTECT Discretionary Grant Program funds may be reduced by seven percentage points if the State or MPO has developed an eligible Resilience Improvement Plan and prioritized the project on that Resilience Improvement Plan (23 U.S.C. § 176(e)(1)(B)(i)); and three percentage points if a State or MPO Resilience Improvement Plan developed in accordance with Section 176(e) is incorporated (directly or by reference) into the metropolitan transportation plan under 23 U.S.C. § 134 or the statewide long-range transportation plan under 23 U.S.C. § 135, as applicable. (23 U.S.C. § 176(e)(1)(B)(ii)).

A project may be eligible for a seven percent reduction separately from, or in addition to, a three percent reduction in the non-Federal share. For example, a Resilience Improvement Plan without a prioritized project list would not be eligible for the seven percent reduction but could still apply the smaller three percent reduction if that plan is incorporated into the statewide long-range transportation plan.

Cost share example utilizing Resilience Improvement Plan: A State or MPO may have a resilience project eligible under PROTECT that is prioritized in its Resilience Improvement Plan developed under Section 176(e). Provided the State or MPO meets all procedural requirements for the Resilience Improvement Plan, the scenario may result in a split of 87 percent PROTECT Discretionary Grant Program funds and 13 percent non-Federal funds. In a variation of the same scenario, if the State also incorporates the Resilience Improvement Plan into the long-range statewide transportation plan or MPO incorporates the Resilience Improvement Plan into the

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<sup>11</sup> A reduction of the non-Federal share under 23 U.S.C. § 176(e)(1)(B) shall not reduce the non-Federal share of the costs of a PROTECT Discretionary Grant Program Resilience Grant funded project to an amount that is less than zero. (23 U.S.C. § 176(e)(1)(E)(B)(iii)(II)).

metropolitan transportation plan, it may result in a split of 90 percent of PROTECT Discretionary Grant Program funds and a non-Federal share of 10 percent.

Note for applicants requesting a reduction in Federal share under 23 U.S.C. § 176(e)(1): To qualify for the reduction in non-Federal share match, the project must be included in a Resilience Improvement Plan *before* the NOFO application deadline. The applicant will need to submit a Resilience Improvement Plan with their application to demonstrate that the plan meets the applicable requirements of 23 U.S.C. § 176(e) for the requested reduction in Federal share. The application budget should also clearly show how the Resilience Improvement Plan is expected to reduce the non-Federal share cost of the project. Determination of whether the requirements have been met and whether the project is eligible for a reduction in Federal share will be made during the grant review process.

<b>Reduction of Non-Federal Share for Resilience Grants</b>			
<b>Project is Prioritized in a Resilience Improvement Plan</b> (23 U.S.C. § 176(e)(1)(B)(i))		<b>Resilience Improvement Plan is Incorporated in Other Planning</b> (23 U.S.C. § 176(e)(1)(B)(ii))	
<b>7% Reduction</b>		<b>3% Reduction</b>	
<b>Eligible Entity (Applicant)</b>	<b>Requirements</b>	<b>Eligible Entity (Applicant)</b>	<b>Requirements</b>
<b>State or MPO</b>	<ol style="list-style-type: none"> <li>1. Developed a Resilience Improvement Plan in accordance with 23 U.S.C. § 176(e)(2); and</li> <li>2. The project is prioritized on the Resilience Improvement Plan developed in (1.) above.</li> </ol>	<b>State or MPO</b>	The Resilience Improvement Plan developed in accordance with 23 U.S.C. § 176(e)(2) has been incorporated into the metropolitan transportation plan under 23 U.S.C. § 134 or the long-range statewide transportation plan under 23 U.S.C. § 135, as applicable.
<b>Non-State or Non-MPO</b>	<p>Non-State or Non-MPO is located in a State or area served by a MPO that has:</p> <ol style="list-style-type: none"> <li>a. Developed a Resilience Improvement Plan in accordance with</li> </ol>	<b>Non-State or Non-MPO</b>	Non-State or Non-MPO is located in a State or area served by a MPO that has incorporated the Resilience Improvement Plan developed in accordance with 23 U.S.C. § 176(e)(2) into the metropolitan

	<p>23 U.S.C. § 176(e)(2); and</p> <p>b. The project is prioritized on the Resilience Improvement Plan developed in (1.) above.</p>		<p>transportation plan under 23 U.S.C. § 134 or the long-range statewide transportation plan under 23 U.S.C. § 135, as applicable.</p>
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For each project that receives a grant under this notice, FHWA expects the project to be completed using at least the amount of matching funds that was specified in the application.

See Section D.2.c.II for information about documenting cost sharing in the application.

**3. Other**

**a. Eligible Projects**

Eligible activities are different for each of the four types of grants under the PROTECT Discretionary Grant Program. Example projects for each of the four types can be found in the PROTECT Formula Program Implementation Guidance at [https://www.fhwa.dot.gov/environment/sustainability/resilience/policy\\_and\\_guidance/protect\\_formula.pdf](https://www.fhwa.dot.gov/environment/sustainability/resilience/policy_and_guidance/protect_formula.pdf).

<b>Eligible Projects</b>	
<b>PROTECT Discretionary Grant Program Funding Category</b>	<b>Project Activities</b>
<p><b>Planning Grant</b> 23 U.S.C. § 176(d)(3)</p>	<ol style="list-style-type: none"> <li>1. In the case of a State or MPO, developing a Resilience Improvement Plan under 23 U.S.C. § 176(e)(2);</li> <li>2. Resilience planning, predesign, design, or the development of data tools to simulate transportation disruption scenarios, including vulnerability assessments;</li> <li>3. Technical capacity building by the eligible entity to facilitate the ability of the eligible entity to assess the vulnerabilities of the surface transportation assets and community response strategies of the eligible entity under current conditions and a range of potential future conditions; or</li> <li>4. Evacuation planning and preparation.</li> </ol>
<p><b>Resilience Improvement Grant</b> 23 U.S.C. § 176(d)(4)(A)(ii)</p>	<p>One or more construction activities to improve the ability of an existing surface transportation asset to withstand one or more elements of a weather event or natural disaster, or to increase the resilience of surface transportation infrastructure from the impacts of changing conditions, such as sea level rise, flooding, wildfires, extreme weather events, and other natural disasters including:</p> <ol style="list-style-type: none"> <li>1. Resurfacing, restoration, rehabilitation, reconstruction, replacement, improvement, or realignment of an existing surface transportation facility eligible for assistance under title 23;</li> <li>2. The incorporation of natural infrastructure;</li> <li>3. The upgrade of an existing surface transportation facility to meet or exceed a design standard adopted by FHWA;</li> <li>4. The installation of mitigation measures that prevent the intrusion of floodwaters into surface transportation systems;</li> </ol>

	<ul style="list-style-type: none"><li>5. Strengthening systems that remove rainwater from surface transportation facilities;</li><li>6. Upgrades to and installation of structural stormwater controls;</li><li>7. A resilience project that addresses identified vulnerabilities described in the Resilience Improvement Plan of the eligible entity, if applicable;</li><li>8. Relocating roadways in a base floodplain to higher ground above projected flood elevation levels, or away from slide prone areas;</li><li>9. Stabilizing slide areas or slopes;</li><li>10. Installing riprap;</li><li>11. Lengthening or raising bridges to increase waterway openings, including to respond to extreme weather;</li><li>12. Increasing the size or number of drainage structures;</li><li>13. Installing seismic retrofits on bridges;</li><li>14. Adding scour protection at bridges;</li><li>15. Adding scour, stream stability, coastal, and other hydraulic countermeasures, including spur dikes;</li><li>16. Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, facilitate wildfire control, and provide erosion control; and</li><li>17. Any other protective features, including natural infrastructure, as determined by the Secretary.</li></ul>
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<p><b>Community Resilience and Evacuation Route Grant</b> 23 U.S.C. § 176(d)(4)(B)(ii)</p>	<p>One or more projects that strengthen and protect evacuation routes that are essential for providing and supporting evacuations caused by emergency events, including a project that-</p> <ol style="list-style-type: none"> <li>1. Is a Resilience Improvement Project under 23 U.S.C. § 176(d)(4)(A)(ii), if that eligible activity will improve an evacuation route;</li> <li>2. Ensures the ability of the evacuation route to provide safe passage during an evacuation and reduces the risk of damage to evacuation routes as a result of future emergency events, including restoring or replacing existing evacuation routes that are in poor condition or not designed to meet the anticipated demand during an emergency event, and including steps to protect routes from mud, rock, or other debris slides;</li> <li>3. If the eligible entity notifies<sup>12</sup> the Secretary that existing evacuation routes are not sufficient to adequately facilitate evacuations, including the transportation of emergency responders and recovery resources, expands the capacity of evacuation routes to swiftly and safely accommodate evacuations, including installation of- <ol style="list-style-type: none"> <li>(a) Communications and intelligent transportation system equipment and infrastructure;</li> <li>(b) Counterflow measures; or</li> <li>(c) Shoulders;</li> </ol> </li> </ol>
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<sup>12</sup> See [PROTECT Formula Program Implementation Guidance](https://www.fhwa.dot.gov/environment/sustainability/resilience/policy_and_guidance/protect_formula.pdf) (https://www.fhwa.dot.gov/environment/sustainability/resilience/policy\_and\_guidance/protect\_formula.pdf).

	<p>4. Is for the construction of new or redundant evacuation routes, if the eligible entity notifies the Secretary that existing evacuation routes are not sufficient to adequately facilitate evacuations, including the transportation of emergency responders and recovery resources;</p> <p>5. Is for the acquisition of evacuation route or traffic incident management equipment or signage; or</p> <p>6. Will ensure access or service to critical destinations, including hospitals and other medical or emergency service facilities, major employers, critical manufacturing centers, ports and intermodal facilities, utilities, and Federal facilities.</p>
<p><b>At-Risk Coastal Infrastructure Grants</b> 23 U.S.C. § 176(d)(4)(C)(iii)</p>	<p>Strengthening, stabilizing, hardening, elevating, relocating, or otherwise enhancing the resilience of highway and non-rail infrastructure, including bridges, roads, pedestrian walkways, and bicycle lanes, and associated infrastructure, such as culverts and tide gates to protect highways, that are subject to, or face increased long-term future risks of, a weather event, a natural disaster, or changing conditions, including coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs.</p> <p>For additional eligibility criteria for At-Risk Coastal Infrastructure Grants see section C. 3. b. 1. below.</p>

## **b. Statutory Eligibility Criteria for At-Risk Coastal Infrastructure Grants**

- 1. Eligible Project.** The Secretary shall provide At-Risk Coastal Infrastructure grants for projects (I) that address the risks from a current or future weather event or natural disaster, including coastal flooding, coastal erosion, wave action, storm surge, or sea level change; and (II) that reduce long-term infrastructure costs by avoiding larger future maintenance or rebuilding costs. (23 U.S.C. 23 U.S.C. § 176(d)(4)(C)(iv)).

FHWA will determine whether an application for an At-Risk Coastal Infrastructure grant meets the project eligibility criteria by (1) addressing how the project will use data or evidence (qualitative or quantitative) that the proposed project will effectively improve resilience to current and future weather events and natural disasters and changing conditions, and (2) validating the documentation provided by the applicant demonstrating that the proposed project to be carried out by the eligible entity will reduce long-term infrastructure costs by avoiding larger future maintenance or rebuilding costs.

Documentation for (II) above should detail projected costs associated with build and no-build case scenarios. Applicants are encouraged to establish a clear baseline from which the cost reduction of a proposed project can be derived. Maintenance and rebuilding costs associated with existing and future hazard risk and those that would accrue apart from hazard risks, altogether, should be provided. The build case should account for the non-hazard maintenance costs associated with the project as well as the expected reduction in maintenance or rebuilding costs. For projects involving the construction of new infrastructure, total non-hazard maintenance costs would be zero in the base case, so net non-hazard maintenance costs would typically be positive, reflecting the ongoing expenditures needed to maintain the new asset over its lifecycle. For projects intended to replace, reconstruct, or rehabilitate existing infrastructure, however, the net change in non-hazard maintenance costs under the proposed project will often be negative, as newer infrastructure requires less frequent and less costly maintenance to keep it in service than would an aging, deteriorating asset.

- ii. Eligible Activities.** Eligible activities for eligible At-Risk Coastal Infrastructure projects are: strengthening, stabilizing, hardening, elevating, relocating, or otherwise enhancing the resilience of highway and non-rail infrastructure, including bridges, roads, pedestrian walkways, and bicycle lanes, and associated infrastructure, such as culverts and tide gates to protect highways, that are subject to, or face increased long-term future risks of, a weather event, a natural disaster, or changing conditions, including coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs. (23 U.S.C. § 176(d)(4)(C)(iii)).

## **c. System Resilience for Resilience Grants**

A PROTECT Discretionary Grant may include the use of natural infrastructure or the construction or modification of storm surge, flood protection, or aquatic ecosystem restoration elements functionally connected to a transportation improvement, such as:

1. Increasing marsh health and total area adjacent to a highway right-of-way to promote additional flood storage;
2. Upgrades to and installing of culverts designed to withstand 100-year flood events;
3. Upgrades to and installation of tide gates to protect highways; and
4. Upgrades to and installation of flood gates to protect tunnel entrances. (23 U.S.C. § 176(d)(5)(D)).

**d. Eligible Facilities**

A PROTECT Discretionary Planning Grant or Resilience Grant may be awarded only for the following facilities:

1. a highway<sup>13</sup> project eligible for assistance under title 23;
2. a public transportation facility or service eligible for assistance under chapter 53 of title 49;
3. a facility or service for intercity rail passenger transportation (as defined in section 24102 of title 49); or
4. a port facility, including a facility that:
  - a. connects a port to other modes of transportation;
  - b. improves the efficiency of evacuations and disaster relief; or
  - c. aids transportation. (23 U.S.C. § 176(d)(5)(C)).

**e. Statutory Requirements for Resilience Projects in Floodplains**

If a PROTECT Discretionary Grant Program project is proposed to be carried out, in whole or in part, within a base floodplain, under 23 U.S.C. § 176(d)(5)(B)(ii) the application must include the following:

1. Identification of the floodplain in which the project is to be located and disclose that information to the Secretary in the application; and
2. Indication, whether, if selected, the eligible entity will implement one or more components of the risk mitigation plan under section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act<sup>14</sup> (42 U.S.C. § 5165) with respect to the area.

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<sup>13</sup> The term “highway” includes a road, street, and parkway; a right-of-way, bridge, railroad-highway crossing, tunnel, drainage structure including public roads on dams, sign, guardrail, and protective structure, in connection with a highway; and a portion of any interstate or international bridge or tunnel and the approaches thereto, the cost of which is assumed by a State transportation department, including such facilities as may be required by the U.S. Customs and Immigration Services in connection with the operation of an international bridge or tunnel. 23 U.S.C. § 101(a)(11).

<sup>14</sup> <https://www.fema.gov/disaster/stafford-act>.

Transportation infrastructure should not be built in floodplain areas if it can be avoided. If it cannot be avoided, then the transportation infrastructure should be built to minimize impacts to floodplain function (to reduce risk to others) as well as built to protect transportation safety and usage. Nature-based solutions may be one option for reducing impacts to the floodplain while protecting infrastructure. Consistent with E.O. 14030 and E.O. 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input (80 FR 6425), project applicants should be aware that DOT is in the process of developing guidance and considering updates to its floodplain requirements, including redefining the appropriate flood hazard area to account for future climate conditions.

**f. Eligible Project Costs**

For the PROTECT Discretionary Grant Program, like the PROTECT Formula Program, grant funds may only be used for activities that are primarily for the purpose of resilience or inherently resilience related. The focus should be on the cost of making transportation assets more resilient. However, to the extent that the primary purpose of a project is to address resilience, it could be eligible to be fully funded (up to the applicable Federal share). Final determinations regarding whether an improvement is eligible for PROTECT Discretionary Grant Program funding are made by FHWA. Other project components that are not inherently resilience-focused should generally be funded from other sources, including other Title 23 programs.

Eligible project costs are different for Planning Grants vs. Resilience Grants.

<b>Eligible Project Costs</b>	
<b>Planning Grants</b> (23 U.S.C. § 176(d)(5)(F)(ii))	<b>Resilience Grants</b> (23 U.S.C. § 176(d)(5)(F)(i))
Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, other preconstruction activities, and other activities consistent with carrying out an eligible PROTECT Discretionary Grant Program Planning project.	<ol style="list-style-type: none"> <li>1. Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities; and</li> <li>2. Construction, reconstruction, rehabilitation, and acquisition of real property (including land related to the project and improvements to land), environmental mitigation, construction contingencies, acquisition of equipment directly related to improving system performance, and operational improvements.</li> </ol>

**g. Limitation on Award**

<b>Limitations</b>	
<b>Planning Grants</b>	<b>Resilience Grants</b>

	(23 U.S.C. § 176(d)(5)(G)(i) and (ii))
No limitations.	<p><b>1. New Construction.</b> No more than 40 percent of the amount of a PROTECT Discretionary Grant Program Resilience Grant may fund construction of new capacity; and</p> <p><b>2. Planning Activities.</b> No more than 10 percent of the amount of a PROTECT Discretionary Grant Program Resilience Grant may fund eligible development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities described under 23 U.S.C. § 176(d)(5)(F)(i).</p>

**h. Definition of Urban and Rural Communities**

For purpose of this notice, the PROTECT Discretionary Grant Program defines a rural area as any area outside of an Urbanized Area with a population over 200,000. (23 U.S.C. § 176(d)(5)(H)(ii)). An Urbanized Area is defined under 23 U.S.C. § 101(36) as an “[a]rea with a population of 50,000 or more designated by the Bureau of the Census.” For the PROTECT Discretionary Grant Program rural set-aside, rural areas will be identified by areas outside Urbanized Areas that have a population of 200,000 or more, based on 2020 U.S. Census Bureau population data.

FHWA will rely on the digital maps and geographic shapefiles for the 2020 Census urban areas depicted on the FHWA HEPGIS maps of MPO and 2020 Census Urban Areas (<https://hepgis-usdot.hub.arcgis.com/>) (refer to the “MPO and Air Quality Tab” and then scroll to “MPO and 2020 Census Urban Areas”) which correlates the definitions of “urban” and “rural areas” under title 23, U.S.C. and Bureau of the Census data. A list of 2020 census designated urban areas is available in the Census Bureau’s December 29, 2022, Federal Register Notice (87 FR 80114).”

## SECTION D - APPLICATION AND SUBMISSION INFORMATION

### 1. Address to Request Application Package

All application materials may be found on Grants.gov at <http://www.grants.gov>.

Once at Grants.gov, select the Search Grants tab. Then enter one of the following:

- Opportunity Number: 693JJ325NF00008
- Opportunity Name: PROTECT Discretionary Grant Program
- Assistance Listing Number: 20.205 – Highway Planning and Construction

When at one of these pages, select the Opportunity, which will open to a page with several tabs. The first tab is a synopsis of the opportunity. Select the Application Package tab to download the forms needed to submit an FY 2024-2026 PROTECT Discretionary Grant Program applications.

For a TDD, please call (202) 366-3993. If potential applicants are unable to download the application package from the internet, they may send a written request for a paper copy to the below address. Requests should be sent to:

Vincent C. Speaks  
Agreement Specialist  
Office of Acquisition and Grants Management  
Federal Highway Administration  
U.S. Department of Transportation  
1200 New Jersey Ave., SE.  
Washington, DC 20590  
Email: [PROTECTdiscretionary@dot.gov](mailto:PROTECTdiscretionary@dot.gov) (preferred)  
Phone: (202) 366-7799

Alternate:

Ryan Buck  
Agreement Officer/Team Leader  
Office of Acquisition and Grants Management  
Federal Highway Administration  
U.S. Department of Transportation  
1200 New Jersey Ave., SE.  
Washington, DC 20590  
Email: [PROTECTdiscretionary@dot.gov](mailto:PROTECTdiscretionary@dot.gov) (preferred)  
Phone: (202) 366-4229

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except Federal holidays.

## **2. Content and Form of Application Submission**

All applications must be submitted electronically through grants.gov.

The application package must consist of the following in this order:

### **a. Application Forms:**

#### **1. Standard Form 424**

Note: Applicants may leave fields 5a, 5b, 6, 7, and 13 blank on the form.

Note: A number of separate PDF flat files must be attached in Item 15 to provide required project information that is not included in the body of the SF-424.

Instructions for adding Item 15 Attachments:

Click on “Add Attachments” in Item 15 to open the first pop-up window. Click “Add Attachment” and a second pop-up File Explorer/Directory window will appear, from which you can choose files to attach. Attachments can be added one at a time or all at once by holding down the CTRL key and selecting multiple files. Select “Open” to add the selected files as attachments. Click “Done” to finalize the attachments. Click “View Attachments” to see a list of files that have been added as attachments.

Required attachment(s): The Project Narrative must be added as an attachment to Item 15 of the SF-424. FHWA strongly suggests using the Application Templates provided in Attachments 1 & 2, which provide the information needed for the Project Narrative.

#### **2. Required Forms for Non-Construction Projects**

Applicants proposing non-construction-related projects must submit the following forms: Standard Form 424A (Budget Information for Non-Construction Programs); and Standard Form 424B (Assurances for Non-Construction Programs).

Note: The Standard Form 424A should be supported by a budget narrative explaining each element of cost.

#### **3. Required Forms for Construction Projects**

Applicants proposing construction-related projects must submit the following forms: Standard Form 424C (Budget Information Construction Programs); and Standard Form 424D (Assurances for Construction Programs).

Note: The Standard Form 424C should be supported by a budget narrative explaining each element of cost.

#### **4. Mandatory Forms for All Applications**



Grants.gov Lobbying Form; and Disclosure of Lobbying Activities form (SF-LLL).

Note: All mandatory forms are available for download at <https://www.grants.gov/forms/forms-repository/sf-424-family> .

**b. Cover Page (Including the Following Table)**

FHWA strongly recommends that applicants include a cover page as part of their Project Narrative. This cover page will not count towards the page limit for the Project Narrative, as described below.

<b>Project Title</b>	
<b>Project Description</b>	
<b>Lead Applicant</b>	
<b>Type of Grant(s)</b>	<input type="checkbox"/> Planning <input type="checkbox"/> Resilience Improvement <input type="checkbox"/> Community Resilience and Evacuation Route <input type="checkbox"/> At-Risk Coastal Infrastructure
<b>Project Location</b>	<i>Including latitude/longitude or address</i>
<b>Amount of Funding Requested Under this NOFO</b>	
<b>Cost Share Requested<sup>15</sup></b>	
<b>Total Project Cost</b>	
<b>Is the proposed project prioritized on a Resilience Improvement Plan developed in accordance with 23 U.S.C. 176(e)?</b>	Yes/No <i>If yes, please specify the relevant State or MPO Resilience Improvement Plan</i>
<b>Is the project fully located in a Rural area?<sup>16</sup></b>	Yes/No
<b>Is the project located in or serving a Historically Disadvantaged Community?<sup>17</sup></b>	Yes/No

<sup>15</sup> See Section C.2 for Cost Sharing or Matching information.

<sup>16</sup> For purpose of this Notice, the PROTECT Discretionary Grant Program defines a rural area as any area outside of an Urbanized Area with a population over 200,000. (23 U.S.C. § 176(d)(5)(H)(ii)). Applicants can use the FHWA HEPGIS maps of MPO and 2020 Census Urban Areas to find this information: <https://hepgis-usdot.hub.arcgis.com/apps/72bcd861285c423c9d4aec6b8e48a496/explore>.

<sup>17</sup> In support of E.O. 14008, applicants are encouraged to use the White House definition of Historically Disadvantaged Communities as part of DOT’s implementation of the Justice40 Initiative. Consistent with the Interim Implementation Guidance and its Addendum for the Justice40 Initiative, Historically Disadvantaged Communities include (a) certain qualifying census tracts identified as disadvantaged by the CEJST due to categories

<b>Which type(s) of natural hazards does the project address?</b>	
<b>Which transportation modes are addressed by the project?</b>	
<b>Which Census tract(s) does the project encompass?<sup>18</sup></b>	

### c. Project Narrative

FHWA recommends that the project narrative follow the outline below. Following the outline will also assist evaluators in locating relevant information. FHWA also recommends applicants use the Application Templates located in Attachments 1 & 2 to assist in structuring the project narrative and to ensure all appropriate information is included in the project narrative.

I. Basic Project Information – Description, Location, and Parties	See D.2.c.I
II. Grant Funds, Sources and Uses of all Project Funding	See D.2.c.II
III. Merit Criteria	See D.2.c.III
IV. Benefit-Cost Analysis	See D.2.c.IV
V. FHWA Priority Considerations	See D.2.c.V

The project narrative should provide information, including a table of contents, maps, and graphics as appropriate, necessary for FHWA to determine that the project satisfies project requirements described in Section C for the grant program and to assess the selection criteria specified in Section E.1.

To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by FHWA. FHWA may, but is not required to, request additional information, including additional data, to clarify supporting data and documentation submitted in an application, but FHWA encourages applicants to submit the most relevant and complete information they can provide. FHWA also encourages applicants, to the extent practicable, to

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of environmental, climate, and socioeconomic burdens, and (b) any Federally recognized Tribes or Tribal entities, whether or not they have land. CEJST is a tool created by the White House CEQ, that aims to help Federal Agencies identify disadvantaged communities as part of the Justice40 Initiative to accomplish the goal that 40 percent of overall benefits from certain Federal investments reach disadvantaged communities. See <https://screeningtool.geoplatform.gov/>. Applicants should use the CEJST as the primary tool to identify disadvantaged communities (also referred to as Justice40 communities).

<sup>18</sup> Applicants can use the DOT Grant Project Location Verification tool to find this information (<https://maps.dot.gov/BTS/GrantProjectLocationVerification/>).

provide data in a form that is publicly available or verifiable. To ensure a fair and unbiased evaluation of applications submitted under this Notice, FHWA will not request additional information to perfect incomplete applications.

FHWA recommends that the project narrative be prepared with standard formatting preferences (i.e., a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins). The project narrative should not exceed 25 pages in length. The cover page will not count towards the 25-page limit. Appendices may include documents supporting assertions or conclusions made in the 25-page project narrative and do not count towards the 25-page limit. If possible, Website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. FHWA recommends using appropriately descriptive final names (e.g., “Project Narrative,” “Maps,” “Memoranda of Understanding and Letters of Support,” etc.) for all attachments. All application materials, including attachments, must be submitted by the application deadline. FHWA recommends applications include the following sections:

### **I. Basic Project Information – Project Description, Location, and Parties**

The applicant should provide a concise description of the project including a discussion of the project’s history and a description of any previously incurred costs. The applicant may use this section to place the project into a broader context of other infrastructure investments being pursued by the project sponsor.

The applicant should describe in the application the project location, including a detailed geographical description of the proposed project, a map of the project’s location and connections to existing transportation infrastructure, and geospatial data describing the project location or project coordinates (latitude/longitude) or address, and Census tract(s) the project encompasses. The application should also identify:

- (a) If the project is located in a Historically Disadvantaged Community as identified in the CEJST;
- (b) If there is an applicable Resilience Improvement Plan under 23 U.S.C. § 176(e)(2), and if so, whether the proposed project is included and whether the project is prioritized in the applicable plan. (23 U.S.C. § 176(d)(4)(A)(iii)(I) and 23 U.S.C. § 176(e)(1)(B)); and
- (c) the floodplain in which the project is to be located and whether, if selected, the eligible entity will implement one or more components of the risk mitigation plan under section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) with respect to the area (23 U.S.C. § 176(d)(5)(B)(ii)) (as applicable).

Information under (b) may be used for FHWA’s internal data tracking.

This section of the application should provide details about the lead applicant. The details should include the lead applicant's demonstrated experience with receipt and expenditure of Federal-aid highway program funds under title 23, U.S.C. If an application is rated highly under other criteria, but the applicant has no or limited experience with the receipt and expenditure of Federal-aid highway program funds, FHWA may contact the applicant prior to final selection of FY 2024-2026 awards to discuss technical resources that may be available to assist the applicant in obtaining the capacity and expertise to ensure compliance with all applicable Federal requirements and timely delivery of the project. The applicant should describe in detail all the other public and private parties who are involved in delivering the project, including a specific description of the role of each entity in delivering the project.

## **II. Grant Funds, Sources and Uses of all Project Funding**

Project budgets should show how different funding sources will share in each activity and present those data in dollars and percentages. The budget should identify other Federal funds the applicant is applying for or has been awarded, if any, that the applicant intends to use. Funding sources should be grouped into three categories: non-Federal, PROTECT Discretionary Grant Program, and other Federal (including PROTECT Formula funds) with specific amounts from each funding source.

The applicant should describe the PROTECT Discretionary Grant Program eligible project budget in detail and the plans for covering the full cost of the project from all sources. The applicant should provide the following:

- All Federal funds to be used for future eligible costs of the project, including the requested PROTECT Discretionary Grant Program amount, other Federal grants that have been awarded to the project or for which the project intends to apply in the future, and any Federal formula funds that have already been programmed for the project or are planned to be programmed for the project.
- For each category of Federal funds to be used for future eligible project costs, the amount, nature, and source of any required non-Federal match for those funds.

Grant funds can only be used for activities that are primarily for the purpose of resilience or inherently resilience related.

**Detailed Budget:** If the project contains components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget should be detailed enough to demonstrate that the project satisfies the PROTECT Discretionary Grant Program statutory cost-sharing requirements described in Section C.2 and those associated with each category of Federal funding. The application should include information showing that the applicant has budgeted sufficient contingency amounts to cover unanticipated cost increases. In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is

satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Complete information about project funds will ensure that FHWA’s expectations for award execution align with any funding restrictions unrelated to FHWA, even if an award differs from the applicant’s request. FHWA reserves the right after an application is selected for award, to request additional supporting information and or documentation for purposes of confirming costs proposed are allowable (2 CFR 200.403) Reasonable (2 CFR 200.404) and Allocable (2 CFR 200.405).

### III. Merit Criteria

The applicant should describe how the proposal meets the Merit Criteria listed in Section E.1.

### IV. Economic Analysis

This section outlines the requirements and describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) for purposes of project prioritization and other required costing information for the PROTECT Discretionary Grant Program.

<b>Economic Analysis Requirements</b>		
<b>PROTECT Discretionary Grant Program Funding Category</b>	<b>Requirements</b>	<b>Purpose</b>
<b>Planning Grant</b> 23 U.S.C. § 176(d)(3)	BCA NOT required.	N/A
<b>Resilience Improvement Grant</b> 23 U.S.C. § 176(d)(4)(A)(iii)	BCA required unless the project is in a qualifying Resilience Improvement Plan (23 U.S.C. § 176(e)(2)).	Project Prioritization
<b>Community Resilience and Evacuation Route Grant</b> 23 U.S.C. § 176(d)(4)(B)(iii)	BCA required.	Project Prioritization
<b>At-Risk Coastal Infrastructure Grant</b> 23 U.S.C. § 176(d)(4)(C)(iv)	BCA NOT required, but the applicant must demonstrate that the project would reduce long-term infrastructure costs by avoiding larger future maintenance or rebuilding costs.	Project Eligibility

The purpose of the BCA is to enable FHWA to assess the project's cost effectiveness by comparing its expected benefits to its expected costs, relative to a no-build scenario for the purpose of project prioritization. For projects requiring a BCA (see Economic Analysis Requirements table), the applicant should provide a narrative description of the BCA in its project narrative, as well as all relevant files used for the BCA, including any spreadsheet files (unlocked) and technical memos describing the analysis. The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by FHWA evaluators.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. The analysis should provide present value estimates of a project's benefits and costs relative to a no-build baseline. To calculate present values, the applicant should apply a real discount rate specified in the DOT BCA Guidance (see Website link below) to the project's streams of benefits and costs, which should be stated in constant-dollar terms. The costs and benefits that are compared in the BCA must cover the same project scope.

Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project including climate resilience benefits such as damages avoided. Projected benefits may accrue to both users of the facility and those who are affected by its use (such as through changes in emissions of greenhouse gases (GHG) and other pollutants, access to services and green spaces, or availability of affordable housing or more affordable transportation choices). Usage forecasts applied in estimating future benefits should account for any additional demand induced by the improvements to the facility. While benefits should be quantified wherever possible, applicants are encouraged to describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms (e.g., benefits associated with nature-based solutions or for documenting benefit of evacuation during emergency events).

The BCA should include the full costs of developing, constructing, operating, and maintaining the proposed project compared to those costs for the existing facility, and the expected timing or schedule for costs in each of these categories. The BCA should include the costs that may accrue to those affected by the proposed project's construction or use. The BCA may also include the present discounted value of any remaining service life of the asset at the end of the analysis period.

Detailed guidance from DOT on estimating benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, is available on the DOT Website (see <https://www.transportation.gov/mission/office-secretary/office-policy/transportation-policy/benefit-cost-analysis-guidance>).

Applications for At Risk Coastal Infrastructure grants must demonstrate that the project will reduce long-term infrastructure costs by avoiding larger future maintenance or rebuilding costs. See Section C.3.b. (Statutory Eligibility Criteria for At-Risk Coastal Infrastructure Grants) of this Notice for information on required documentation.

## **Economic Analysis Flexibility for Indian Tribes**

FHWA is providing additional flexibility to Indian Tribes regarding the information required in a BCA. At its discretion, an Indian Tribe may elect to provide raw data with its application to support the need for a project, without additional analysis. The applicant should provide clear identification of the problem to be solved by the project (asset risk); estimation of the costs of the proposed project; current and projected future asset use (e.g., vehicle miles traveled, ridership, freight movement); and projection of the expected impacts of the project. An important benefit of projects that improve the resilience of existing transportation assets is travel time savings, for example from avoiding or reducing the amount of time an asset is closed. For such projects, applicants are encouraged to provide information that will enable FHWA to calculate travel time savings from a project. Such information may include the average amount of additional travel time from using the next best highway route. FHWA will use this data to develop estimates (given the data provided) of benefits and costs.

## **V. FHWA Priority Considerations**

The applicant should describe how the proposal meets FHWA FY 2024-2026 PROTECT Discretionary Grant Program Priority Considerations listed in Section E.1.

### **3. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD (SAM)**

Effective April 4, 2022, the Data Universal Numbering System (DUNS) number is no longer required for entities doing business with the Federal Government and has been replaced by the SAM UEI. As of that date, applicants are required to use a UEI issued during the SAM.gov registration process. Active registrants in SAM.gov have had their SAM UEI automatically assigned, and it is currently viewable within SAM.gov. There is no additional action necessary for registered entities to take to obtain their SAM UEI.

Each applicant is required to:

- a. Be registered in SAM before submitting its application;
- b. Provide a valid UEI in their application; and
- c. Continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Please see <https://www.grants.gov/applicants/applicant-faqs#uei> for more information on the transition from DUNS to SAM UEI, including what UEI to enter into the UEI field on grants.gov and on application package forms.

FHWA may not make a Federal award to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the

Federal awarding agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

**NOTE TO APPLICANTS: The SAM.gov requires the registrant to provide a UEI number to complete the registration. These processes can take several weeks to complete so they should be started well before the application deadline.**

**4. SUBMISSION DATES AND TIMES**

For funding available each FY, applications for that funding must be submitted electronically through [Grants.gov](https://www.grants.gov) no later than 11:59 p.m., Eastern Standard Time by the NOFO Close date shown below:

Activity	Funding (Fiscal Year)	
	FY24-25	FY26
NOFO Release	10/25/2024	10/27/2025
NOFO Close	2/24/2025	2/24/2026

**5. INTERGOVERNMENTAL REVIEW**

An application under this NOFO is not subject to the Intergovernmental review under E.O. 12372.

**6. FUNDING RESTRICTIONS**

a. Costs incurred Prior to Award and Obligation of Grant Funds (Pre-Award Costs)

Under 2 CFR 200.458, pre-award costs are those costs incurred prior to the effective date of a Federal award or subaward directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work.

Non-State DOT Administered Grants

For projects that will be administered by a non-State DOT, unless authorized by FHWA in writing, any pre-award costs incurred prior to the execution of a project agreement and FHWA’s obligation of funds for a project are *ineligible* for reimbursement.

State DOT Administered Grants

For projects that will be administered by a State DOT, costs incurred prior to FHWA’s obligation of funds for a project may be *eligible* for reimbursement under an Advance Construction authorization project agreement in accordance with 23 U.S.C. 115.



- b. Grant funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.
- c. For more information on Eligible Project Costs see Section C.3.

## **7. OTHER SUBMISSION REQUIREMENTS**

### **a. Scalable Project Options**

Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project at the full requested amount. If an applicant advises that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FHWA may award a lesser amount whether a scalable option is provided.

### **b. Submission Location**

Applications must be submitted to *Grants.gov*.

### **c. Consideration of Applications**

Only applicants who comply with all submission deadlines described in this Notice and electronically submit valid applications through *Grants.gov* will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

### **d. Late Applications**

Applicants experiencing technical issues with Grants.gov that are beyond the applicant's control must contact [PROTECTdiscretionary@dot.gov](mailto:PROTECTdiscretionary@dot.gov) prior to the application deadline with the username of the registrant and details of the technical issue experienced. The applicant must provide:

- (1) Details of the technical issue experienced;
- (2) Screen capture(s) of the technical issues experienced along with corresponding Grants.gov "Grant tracking number;"
- (3) The "Legal Business Name" for the applicant that was provided in the SF-424;
- (4) The Point of Contact name submitted in the SF-424;
- (5) The UEI associated with the application; and
- (6) The Grants.gov Help Desk Tracking Number.

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) failure to complete the registration process before the deadline; (2) failure to follow Grants.gov instructions on how to register and apply as posted on its Website; (3) failure to follow all instructions in this NOFO; and (4) technical issues experienced with the applicant's computer or information technology environment.

After FHWA reviews all information submitted and contacts the Grants.gov Help Desk to validate reported technical issues, FHWA staff will contact late applicants to approve or deny a request to submit a late application through Grants.gov. FHWA will not accept appeals of FHWA's decision to approve or deny a request for a late application. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

**e. Compliance with Section 508 of the Rehabilitation Act of 1973**

FHWA encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973. Section 508 guidelines are available at <https://www.access-board.gov/ict/>.

**f. Sharing of Application Information**

The Department may share application information within the Department or with other Federal Agencies if the Department determines that sharing is relevant to the respective program's objectives.

## SECTION E - APPLICATION REVIEW INFORMATION

### 1. Criteria

FHWA will assess applications using the criteria below. The criteria for Planning Grants are different from Resilience Grants.

For Planning Grants, the merit criteria are:

1. Program Alignment
2. Planning Activity Approach
3. Schedule and Budget
4. Public Engagement, Partnerships and Collaboration
5. Innovation

For Resilience Grants, the merit criteria are:

1. Vulnerability and Risk
2. Criticality to Community
3. Design Elements
4. Public Engagement, Partnerships and Collaboration
5. Equity and Justice<sup>40</sup>
6. Climate Change and Sustainability
7. Schedule and Budget
8. Innovation

The Review Team will consider whether the application narrative is responsive to the merit criteria using the rating scale below:

<b>Rating Scale</b>	<b>High</b>	<b>Medium</b>	<b>Low</b>	<b>Non-Responsive</b>
Description	The application is substantively and comprehensively responsive to the criterion. It makes a strong case, including sufficient detail and evidence, that it will advance all of the areas described in the	The application is moderately responsive to the criterion. It makes a moderate case, including some detail and evidence, that it will advance all or some of the areas described in the criterion descriptions.	The application is minimally responsive to the criterion. It makes a weak case, including insufficient detail or evidence, about advancing the areas described in the criterion descriptions.	The narrative indicates the proposal is counter to the criterion or does not contain sufficient information. It does not advance or may negatively impact criterion goals.

	<p>crit  descriptions.</p>			
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**a. Planning Grants**

**Criterion #1: Program Alignment**

FHWA will assess the alignment of the proposed Planning Grant activity with the purpose of PROTECT Discretionary Grant Program as described in 23 U.S.C. § 176(d)(3).

For all Planning grant applications, FHWA will assess whether the application includes a description of how completion of the Planning Grant will contribute to the applicant’s near- and long-term system resilience plans. For example, for a proposed grant for technical capacity building, FHWA will assess how the applicant will maintain the technical capacity it needs to assess the vulnerabilities of surface transportation assets and community response strategies, including the development of high-quality technical capacity building programs with supportive services to help train, place, and retain people with the technical capacity needed for the long-term. The planning activity should support multimodal transportation networks that enable all people to reach their desired destination safely, affordably, and with a comparable level of efficiency and ease. The need for the PROTECT Discretionary Grant Program Planning project should be of critical importance in supporting the continued operation or rapid recovery of crucial local, regional, or national surface transportation assets and facilities.

**Criterion #2: Planning Activity Approach**

There are four statutorily distinct categories of eligible Planning grant activities. As such, FHWA will assess the program alignment of each Planning Grant application against the specific Planning Grant activity the applicant identified in the application. Applicants must specify the type(s) of planning activity the proposed planning project will address and will be assessed according to how the proposed activity aligns with the information provided below.

**Resilience Improvement Plan:** The application provides detailed information about how the planning project will:

- identify short- and long-range planning activities and investments with respect to the multimodal resilience of surface transportation;
- include input from Tribes or Federal land managers as well as local governments; and
- include a systemic approach to transportation system resilience and critical needs including a risk-based assessment of vulnerabilities of transportation assets and systems to current and future weather events and natural disasters.

**Resilience Planning, Predesign, Design, or Data Tools:** The application:

- provides a detailed description that identifies the type and source of relevant climate data sets, information resources, and decision-support tools that will be utilized to inform the multimodal planning process;
- describes in detail how models and assessments will utilize data on past and future conditions and address critical needs;
- describes how the assessment will consider protective services offered by existing natural systems (for example flood protection offered by wetlands) and/or how the assessment will consider options for using nature-based solutions to provide protective services;
- provides a detailed plan of how the applicant will coordinate the project with existing plans such as State and local hazard mitigation plans;
- if the planning project is to develop a tool: 1) identifies and describes in detail the disciplines that will utilize the tool and how the tool will be developed to apply easily to these disciplines (end users); and 2) demonstrates in detail how the data or tool format is most useful including a discussion about Geographic Information System (GIS) applications or incorporation into currently used models; and
- if the planning project is to develop predesign or design elements: 1) describes methods for developing resilience solutions; 2) describes how nature-based solutions will be considered.

**Technical Capacity Building:** The application:

- provides a detailed description of the training programs the applicant intends to implement;
- includes a detailed assessment of current staff knowledge on climate change vulnerability and resilience and capability to utilize that knowledge with actions to strengthen current practices; and
- provides a detailed description of the applicant’s near- and long-term plan to ensure it maintains the technical capacity that will be developed with the use of PROTECT Planning funds, including the development of high-quality technical training programs with support services, to help train, place, and retain people.

**Evacuation Planning and Preparation:** The application:

- documents potential future disasters or conditions that demonstrate the need for multimodal evacuation routes as part of community resilience;
- includes verifiable information about community growth (past and future), critical, needs, and anticipated future traffic volumes and accommodation of transit and active transportation modes;
- provides a detailed discussion of considerations that will be to current and future conditions in the facility design;
- explains in detail how the project will leverage planning information from State and local level government, such as hazard mitigation and emergency management planning; and
- includes a detailed post-project description of how the Planning Grant will contribute to the applicant’s near- and long-term system resilience plans.
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### **Criterion #3: Schedule and Budget**

FHWA will rate the responsiveness to the Schedule and Budget criterion as follows:

- The application presents a detailed schedule and budget and amount of funds for each major project activity, milestone, and deliverable.
- The application includes a detailed budget that shows the total project cost, including the amount requested from the PROTECT Discretionary Grant Program and all other funding sources and amounts. (Other funding sources, as appropriate, include other Federal funds (including PROTECT Formula funds); State funds; Tribal funds; local funds; and other funds such as private funds. If the funding was received, please provide the date of award and how the funds have been or are expected to be used on the project).
- The project schedule presented in the application includes the anticipated start and end dates for each activity, as well as a detailed post-Planning Grant description of how the Planning Grant will contribute to short, intermediate, and long-term system resilience.
- The schedule and budget are feasible, reasonable, and commensurate with the work described in the application.

### **Criterion #4: Public Engagement, Partnerships and Collaboration**

FHWA will rate the responsiveness to the Public Engagement, Partnerships, and Collaboration criterion, as follows:

- The application provides specific strategies and actions to be incorporated in the planning process to ensure meaningful public engagement, partnering, and collaboration.
- The planning process will engage a wide range of applicable partners and stakeholders and incorporate opportunities for public collaboration. Example partners include community-based organizations, public agencies (e.g., local, regional, State, and Federal), and relevant sectors (e.g., emergency management, environmental, planning, floodplain management, health, housing and development, private).
- The application outlines an engagement process that will involve a range of relevant experts in diverse areas and demonstrate the inclusion of disadvantaged populations or communities that have or will likely experience a disproportionate impact from a natural disaster or catastrophic event.
- The application demonstrates how input provided will be considered during the Planning Grant implementation process.

### **Criterion #5: Innovation**

FHWA will rate the responsiveness to the Innovation criterion, as follows:

- The planning project analyzes the potential use of nature-based solutions and/or builds technical capacity for the use of nature-based solutions and access to nature; or
- The planning project employs innovative or novel technologies and techniques that will be used to analyze risks and risk reduction strategies; or
- The planning project demonstrates and documents innovative techniques and best practices that other parts of the country can consider replicating.

**Overall Planning Grant Application Rating**

FHWA’s first-level review team will assign an overall application merit rating using the following methodology:

<b>Overall Merit Rating</b>	<b>Individual Criteria Ratings</b>
Highly Recommended	<ul style="list-style-type: none"> <li>• ‘High’ ratings on at least four [4] of five [5] criteria; and</li> <li>• ‘High’ or ‘Medium’ rating on Program Alignment; and</li> <li>• ‘High’ or ‘Medium’ rating on Public Engagement, Partnerships and Collaboration (Indian Tribes are assumed ‘High’ for Criterion #4 Public Engagement, Partnerships and Collaboration); and</li> <li>• Zero ‘Non-Responsive’ ratings</li> </ul>
Recommended	<ul style="list-style-type: none"> <li>• At least four [4] ‘Medium’ or ‘High’ ratings, two [2] of which must be ‘High’; and</li> <li>• ‘High’ or ‘Medium’ rating on Program Alignment; and</li> <li>• Zero ‘Non-Responsive’ ratings.</li> </ul>
Not Recommended	<ul style="list-style-type: none"> <li>• Fewer than two [2] ‘High’ ratings and fewer than four [4] ‘Medium’ or ‘High’ ratings; or</li> <li>• One or more ‘Non-Responsive’ ratings</li> </ul>

**FHWA FY 2024-2026 PROTECT Discretionary Planning Grant Priority Considerations**

After completing the merit review, among projects of similar merit, FHWA will prioritize projects that demonstrate the following:

- Exceptional benefits under merit criterion #4 Public Engagement, Partnerships and Collaboration; or
- Strong need for funding; but for the award of a PROTECT Discretionary Grant Program Planning Grant, the applicant would not be able to begin or complete the activity. For State DOT applicants, this could be demonstrated by showing that the need exceeds the amount provided under the PROTECT Formula Program; or
- An application that will include the development of a Resilience Improvement Plan.

**b. Resilience Improvements, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure Grants**

FHWA will assess Resilience Grant applications using the following Merit Criteria for FY 2024-2026.

**Criterion #1: Vulnerability and Risk**

FHWA will assess the degree to which the application:

1. Describes in detail with verifiable underlying data and science-based information the relevant current or future weather events, natural disasters, or changing conditions that the project area is exposed to that the project will address (e.g., severe storms, flooding, drought, levee and dam failures, wildfire, rockslides, mudslides, sea level rise, extreme weather, including extreme temperatures, heat waves, and earthquakes);
2. Assesses, in detail with verifiable data and information, each element, as applicable, of vulnerability - (2a) exposure, (2b) sensitivity, and (2c) adaptive capacity (see table below); and
3. Demonstrates that there is a high risk to the transportation asset or system (risk is a function of the likelihood of negative impact and the consequence should the impact occur).

For Community Resilience and Evacuation Route grant applications, the application should address current and future vulnerabilities to an evacuation route because of future occurrence or recurrence of emergency events that are likely to occur in the geographic area in which the evacuation route is located; and projected changes in development patterns, demographics, and extreme weather events based on the best available evidence and analysis.

To assist applicants, the table below defines exposure, sensitivity, and adaptive capacity and provides instructions on the information applicants should address in the application.

<b>Vulnerability Elements</b>	
<b>Element</b>	<b>Instructions</b>
<b>Exposure</b> means the degree to which an asset or system is located in an area experiencing direct effects of climate change, extreme weather events, natural disasters, and changing conditions.	Describe how the project: (1) will address current or future weather events, natural disasters, or changing conditions that the project area is exposed to (e.g., severe storms, flooding, drought, levee and dam failures, heat waves, wildfire, rockslides, mudslides, sea level rise, extreme weather, extreme temperature, earthquakes); and (2) will reduce the impacts, risks, and consequences of exposure.
<b>Sensitivity</b> means how an asset or system responds to, or is affected by, exposure to a climate-related or other natural hazard stressor including but not limited to flooding, heat waves, landslides, lava, and wildfires.	Describe how the project will seek to reduce the sensitivity of the asset or system to the stressors identified. This may include a description of how the project would improve the ability of the asset or system to reduce or avoid potential impacts from stressors. For example, sensitivity data and information could include thresholds (empirical or observed) to potential stressors. The



<b>Vulnerability Elements</b>	
<b>Element</b>	<b>Instructions</b>
	sensitivity data could include the asset age or condition and vary with the applicable climate stressor thresholds.
<b>Adaptive Capacity</b> means the ability of a transportation asset or system to adjust, repair, or flexibly respond to damage caused by climate variability, extreme weather, or other natural disaster.	Describe how the project will improve the ability of the asset or system to withstand, adjust to, or respond to impacts. For example, an application could describe how raising a bridge and associated pedestrian, bicycle, and green infrastructure would allow for continued system operation during heavy precipitation events. Raising the bridge could also reduce travel time because of detour route use, which could be lengthy and is often a measure of asset adaptive capacity. Fast Recovery also utilizes efficient emergency response, inspection, and evacuation. A project utilizing nature-based solutions, such as the restoration of natural dunes to protect from wave damage, could improve the ability of the asset to recover more quickly and reduce loss of functionality and community impact.

**Criterion #2: Criticality to Community**

FHWA will assess criticality as follows:

1. The application demonstrates the critical need for the project, based on the current or future events the project will address. Critical need is defined as the importance of the project in supporting the continued operation or rapid recovery of crucial local, regional, or national surface transportation assets and facilities served by those assets in the community. Critical need could be demonstrated through indicators such as average daily traffic, evacuation needs, or freight volume.
2. The application identifies critical facilities and destinations that the project provides continued access to. Example facilities and destinations include homes, businesses hospitals and other medical or emergency service facilities, major employers, critical manufacturing centers, ports, intermodal facilities or nexus points, utilities, and Federal facilities.
3. The project is timely in addressing risks to the community. Consequences are severe if resilience improvements are not made in the near term.
4. The project is critical to supporting community functions (such as access for disadvantaged populations, economic activities, emergency operations during evacuations).

**Criterion #3: Design Elements**

FHWA will assess the extent to which proposed project design elements will reduce risks from current or future weather events, natural disasters, or changing conditions over the anticipated service life.

1. Application identifies the anticipated service life of the facility or asset and identify design element(s), as applicable to the affected mode(s) of transportation, to address

current and future vulnerabilities over that service life. The application describes in detail how the anticipated service life of the facility or asset was determined.

2. Application documents the source of relevant evidence-based climate data, downscaled projections, and scenarios used or proposed for use as basis for climate resilience design measures or features. Applicants are strongly encouraged to use best-available climate data sets, information resources, and decision-support tools (including FHWA and other Federal resources) to assess the climate-related vulnerability and risk and to develop or deploy resilience solutions to address those risks over the anticipated infrastructure service life.
3. The design elements will reduce current and future vulnerabilities and risks. The application identifies the design element that will address each current or future vulnerability identified under Criterion #1 up to the anticipated service life of the facility or asset. If the project is in pre-design or design, the application identifies and provides a detailed discussion about what methodology(ies) will be used to identify the measures or features to address the current and future vulnerabilities. If the project is post-design, the application provides a detailed description about how a determination was made that the design element identified above will reduce current and future vulnerabilities.
4. The project will improve safety for all users of the transportation asset or system by reducing current and future vulnerabilities. The applicant has assessed safety needs and how PROTECT Discretionary Grant funds would contribute to improving safety through the anticipated service life of the asset or system.
5. The application includes a detailed maintenance plan for the project describing how the funded design elements will be maintained for the anticipated life of the facility, in order to ensure they continue to reduce the vulnerabilities identified earlier. The plan identifies which entity will be responsible for maintaining the project, as well as estimated maintenance costs over the life of the project, and sources to fund those costs.

Visit <https://www.fhwa.dot.gov/environment/protect/discretionary> for a list of resources and tools to help assess vulnerabilities, identify critical assets, and assess the resilience of projects to climate change, extreme weather, and other natural hazards. The questions in the table below are provided to help applicants develop their response to the design elements criterion.

FHWA's evaluation of design elements as described herein as part of the review and selection of projects under this Notice is not and should not be interpreted as FHWA approval or concurrence of final project design. The purpose of this criterion is to evaluate whether and to what degree an applicant is evaluating design elements to reduce future vulnerabilities. This criterion is intended to evaluate elements that would be considered during the design phase of the project. Approval of the final and specific design elements that will be used in the construction of the project will follow Title 23 or 2 CFR part 200 requirements depending on the type of applicant.

<b>Example Questions for Applicants to Consider in Developing their Response to the Design Elements Criterion</b>
Can the facility be sited or relocated outside of an area with a current or projected future hazard or climate impact (e.g., 100-year flood, increasing flood return intervals)? Where relevant, does the project reduce impacts to floodplain function?
If applicable, is the project sized to accommodate increases in sea level? If yes, what sea level rise projection will be used and how will this be incorporated into project design?
Does the project take into account increased future stormwater flows, e.g., the need for additional drainage infrastructure or upsized culverts, elevated bridges and approaches?
Will certain design elements increase the ability of the asset to continue to serve its primary function, and/or support emergency evacuation and post disaster relief, during and after weather events and natural disasters? How?
Does the project add redundancy to the transportation system? And does this redundancy enhance emergency evacuations?
Will the project use a nature-based solution? Or explain why a nature-based solution would not be a solution. (e.g., wetland buffers, marsh breakwaters, reefs, sea grass plantings, dune restoration, adding stream sinuosity, etc.)
Does the project employ the use of innovative or novel technologies, such as improved roadway subgrades, heat-resistant pavement mixes, natural infrastructure, or permeable pavement?

**Criterion #4: Public Engagement, Partnerships and Collaboration**

The application provides a detailed public engagement, partnerships and collaboration plan that either addresses each plan component (1) through (5) below or provides a detailed explanation why certain plan components are not applicable for the project.

1. How public engagement will be conducted demonstrating engagement of diverse input such as community-based organizations during project planning and consideration of how input provided will be considered during the project decision-making process;
2. Partnerships and collaboration with community stakeholders;
3. Partnerships and collaboration with other agencies (e.g., State, local, regional, Federal);
4. Partnerships and collaboration across relevant sectors (e.g., emergency management, environmental, planning, floodplain management, health, housing and development, private sector); and
5. For (1) through (4) above, as applicable, the roles of these entities in the planning, design, construction, and operation of the project.

**Criterion #5: Equity and Justice<sup>40</sup>**

An applicant will be rated higher on this criterion if it can clearly demonstrate that:

- The project will create positive outcomes that will reduce, mitigate, or reverse how a community is experiencing disadvantage through increasing affordable transportation options, improving health or safety, reducing pollution, connecting Americans to good-paying jobs, fighting climate change, and/or improving access to nature, resources, transportation or mobility, and quality of life. Applicants are strongly encouraged to use the [USDOT Equitable Transportation Community \(ETC\) Explorer \(arcgis.com\)](https://arcgis.com) to

understand how their project area is experiencing disadvantage in any of five areas that transportation projects have a direct relationship with.

- The applicant identifies and implements programs and policies that ensure the benefits of investments while mitigating displacement of economically susceptible residents and businesses. Some examples include the preservation and/or production of affordable housing; expanding affordable, safe transportation and mobility options to areas where good jobs are concentrated; and supporting entrepreneurship, small business growth, tourism, and access to capital through local hiring.
- The applicant will engage the public, including disadvantaged communities, during all phases of the project, including planning, design, construction, and implementation. [Three Major Components of DOT’s Justice40 Initiative | US Department of Transportation.](#)

Priority consideration will be given to projects that support the goals of the Justice40 Initiative, <https://www.transportation.gov/equity-Justice40>. In support of Executive Order (E.O.) 14008, applicants are encouraged to use the White House definition of Historically Disadvantaged Communities as part of DOT’s implementation of the Justice40 Initiative. Consistent with the Interim Implementation Guidance and its Addendum for the Justice40 Initiative, Historically Disadvantaged Communities include (a) certain qualifying census tracts identified as disadvantaged by the [Climate and Economic Justice Screening Tool \(CEJST\)](#) due to categories of environmental, climate, and socioeconomic burdens, and (b) any federally recognized Tribes or Tribal entities, whether or not they have land.<sup>19</sup> CEJST is a tool created by the White House Council on Environmental Quality (CEQ), that aims to help Federal Agencies identify disadvantaged communities as part of the Justice40 Initiative to accomplish the goal that 40 percent of overall benefits from certain Federal investments reach disadvantaged communities. See <https://screeningtool.geoplatform.gov/>. Applicants should use the CEJST as the primary tool to identify disadvantaged communities (also referred to as Justice40 communities).

Applicants are strongly encouraged to also use the [USDOT Equitable Transportation Community \(ETC\) Explorer](#) to understand how their community or project area is experiencing disadvantage related to lack of transportation investments or opportunities and are encouraged to use this information in their application to demonstrate how their project will reduce, reverse or mitigate the burdens of disadvantage. <https://www.transportation.gov/priorities/equity/justice40/etc-explorer>.

Applications from Indian Tribes are not required to provide information on equity and Justice40. FHWA will consider project applications from Indian Tribes to inherently benefit a Justice40 community and will rate them high for this criterion.

## **Criterion #6: Climate Change and Sustainability**

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<sup>19</sup> OMB, CEQ, & Climate Policy Office, M-23-09, Addendum to the Interim Implementation Guidance for the Justice40 Initiative, M-21-28, on using the Climate and Economic Justice Screening Tool (CEJST) (Jan. 27, 2023), [whitehouse.gov/wp-content/uploads/2023/01/M-23-09\\_Signed\\_CEQ\\_CPO.pdf](https://www.whitehouse.gov/wp-content/uploads/2023/01/M-23-09_Signed_CEQ_CPO.pdf); OMB, CEQ, & CPO, M-21-28, Interim Implementation Guidance for the Justice40 Initiative (July 20, 2021), <https://www.whitehouse.gov/wp-content/uploads/2021/07/M-21-28.pdf>.

The applications that rate highest on this criterion will be those for which reducing GHG emissions and improving climate resilience are a primary project purpose. Applicants are encouraged to use the [DOT Navigator Climate checklist](#) in responding to this criterion. Applications that are rated highly on this criterion will be those that use data-driven and evidence-based methods to demonstrate that the project will:

1. Significantly reduce GHG emissions in the transportation sector; and
2. Incorporate evidence-based climate resilience measures or features.

Significantly reduce GHG emissions:

- Projects that typically reduce GHG emissions include:
  - community design and land-use planning that makes it convenient to take fewer or shorter trips;
  - increasing the use of energy efficient modes of transportation like public transportation, rail, and active transportation, including walking, biking, and rolling;
  - signal timing, traffic management, freight logistics, and other operational improvements that improve efficiency;
  - transitioning to clean vehicles and fuels, including electrification;
  - using project materials and construction methods that have lower embodied GHG emissions; and
  - incorporating carbon-reducing uses of the rights-of-way, such as solar arrays, transmission of electricity from renewables, or vegetation management.
- Projects that typically increase GHG emissions, such as roadway expansion, will not score highly on the GHG reduction aspect of this criterion, though they may score highly on other aspects.
- Applicants will rate more highly on this criterion if they can demonstrate that:
  - the project would significantly reduce transportation GHG emissions, as shown through analysis with [USDOT tools](#) or similar;
  - the project is part of a State Carbon Reduction Strategy, State Electric Vehicle Infrastructure Deployment Plan, or other State, local, or Tribal GHG reduction plan;
  - the project aligns with the [U.S. National Blueprint for Transportation Decarbonization](#); and
  - the applicant has a plan to monitor the impact of the project on GHG emissions.

Incorporate evidence-based climate resilience and adaptation measures or features:

- Applicants will score more highly on this criterion if they can demonstrate that the project:
  - advances objectives in the [National Climate Resilience Framework](#);
  - uses best-available climate data sets, information resources, and decision-support tools (including [USDOT and other Federal resources](#)) to assess the climate-related vulnerability and risk of the project;
  - develops and deploys solutions that reduce climate change risks;
  - incorporates [nature-based solutions](#) / [natural infrastructure](#), including use of native plants, and, as applicable, avoids fragmenting lands with high conservation value,

- avoids barriers to fish and wildlife migration, and incorporate mitigation measures to address unavoidable impacts;
- is included in a Resilience Improvement Plan or similar plan;
- benefits communities most vulnerable to climate change impacts, such as FEMA-designated [Community Disaster Resilience Zones](#);
- follows the Federal Flood Risk Management Standard, consistent with current law; and
- includes plans to monitor the performance of climate resilience and adaptation measures.

**Criterion #7: Schedule and Budget**

FHWA will rate the responsiveness to the Schedule and Budget criterion as follows:

1. The application presents a detailed schedule and budget and amount of funds for each major project activity, milestone, and deliverable.
2. For the PROTECT Discretionary Grant Program, like the PROTECT Formula Program, grant funds can only be used for activities that are primarily for the purpose of resilience or inherently resilience related. The budget should detail the cost of making transportation assets more resilient. Other project components that are not inherently resilience-focused should generally be funded from other sources, including other Title 23 programs. To the extent that the primary purpose of a project is to address resilience, it would be eligible to be fully funded (up to the applicable Federal share)
3. The application includes a detailed budget that shows the total project cost, including the amount requested from the PROTECT Discretionary Grant Program and all other funding sources and amounts. (Other funding sources, as appropriate, include other Federal funds (including PROTECT Formula funds); State funds; Tribal funds; local funds; and other funds such as private funds. If the funding was received, please provide the date of award and how the funds have been or are expected to be used on the project.)
4. The project schedule presented in the application includes the anticipated start and end dates for each major activity or milestone.
5. The schedule and budget are feasible, reasonable, and commensurate with the work described in the application.

**Criterion # 8: Innovation**

FHWA will rate the responsiveness to the Innovation criterion as follows:

1. The project uses nature-based solutions to improve resilience.
  - Examples of nature-based solutions to manage stormwater include permeable pavement, stormwater harvest and reuse, and landscaping (greenspaces, rain gardens, bioswales, etc.) to absorb and slow the flow of stormwater. These stormwater nature-based solutions reduce downstream flooding and filter pollutants.
  - Nature-based solutions such as river training, bank protection, and riparian treatments, can be used in riverine environments near highways and rail to stabilize slopes, reduce erosion, and reduce flooding of transportation infrastructure.

- Additional examples of nature-based solutions include wetland buffers, marsh breakwaters, stormwater bioswales, sea grass plantings, dune restoration, and adding stream sinuosity.
2. The project employs innovative or novel technologies or techniques that will be used to mitigate risk of structural failure and/or increase reliability of the surface transportation asset throughout its anticipated service life.

**Overall Merit Criteria Rating**

FHWA’s first-level review team will assign an overall Merit Criteria rating on the following basis:

<b>Overall Merit Rating</b>	<b>Individual Criteria Ratings</b>
Highly Recommended	<ul style="list-style-type: none"> <li>• ‘High’ ratings on at least six [6] of eight [8] criteria; and</li> <li>• ‘High’ or ‘Medium’ rating on Vulnerability and Risk; and</li> <li>• ‘High’ or ‘Medium’ rating on Equity and Justice<sup>40</sup> (Indian Tribes are assumed ‘High’ for Equity and Justice<sup>40</sup>); and</li> <li>• Zero ‘Non-Responsive’ ratings</li> </ul>
Recommended	<ul style="list-style-type: none"> <li>• At least five [5] ‘Medium’ or ‘High’ ratings, three [3] of which must be ‘High’; and</li> <li>• Zero ‘Non-Responsive’ ratings.</li> </ul>
Not Recommended	<ul style="list-style-type: none"> <li>• Fewer than three [3] ‘High’ ratings and fewer than five [5] ‘Medium’ or ‘High’ ratings; or</li> <li>• One or more ‘Non-Responsive’ ratings</li> </ul>

**The Economic Analysis Review and Statutory Prioritization**

**Economic Analysis and Statutory Prioritization for Resilience Improvement, and Community Resilience and Evacuation Routes**

FHWA will conduct an economic analysis for certain types of projects that receive an overall rating of Highly Recommended or Recommended, including for Resilience Improvement projects which are not on an applicable Resilience Improvement Plan under 23 U.S.C. § 176(e)(2), and Community Resilience and Evacuation Route projects that receive an overall rating of Highly Recommended or Recommended: FHWA will consider the costs and benefits of these projects seeking PROTECT Discretionary Grant Program funding in determining whether a project is cost effective. In addition, FHWA will consider: (1) the need to address the vulnerabilities of surface transportation assets of the eligible entity with a high risk or, and impacts associated with, failure because of the impacts of weather events, natural disasters, or changing conditions for Resilience Improvement projects; and (2) take into account current and future vulnerabilities to an evacuation route; and projected changes in development patterns,

demographics, and extreme weather events based on the best available evidence and analysis for Community Resilience and Evacuation Route projects.

To the extent possible, FHWA will rely on the applicant’s submission of well-supported BCA analysis results described in the project narrative. The purpose of the BCA is to enable the evaluation of the cost-effectiveness of the proposed project by comparing its expected benefits to its expected costs relative to the current or forecast problem often referred to as the “baseline” or “no-build alternative.” The baseline defines the world without the proposed project. Any benefits claimed for the proposed project, both quantified and unquantified, should be clearly tied to the expected outcomes of the proposed project. While benefits should be quantified whenever possible, FHWA acknowledges that some aspects of calculating resilience benefits are difficult to quantify (e.g., benefits associated with nature-based solutions or for documenting the benefit of evacuation during emergency events). Applicants should nonetheless discuss these types of benefits qualitatively, providing data, news reports, or other information to support the potential scale of the unquantified benefits.

For Resilience Improvement projects which are not on the applicable Resilience Improvement Plan and Community Resilience and Evacuation Routes projects, FHWA will consider a project’s benefits as compared to its costs to determine whether a project is cost effective and assign an economic analysis rating. To the extent possible, FHWA will rely on quantitative, evidence-based, and data-supported analysis in this assessment. FHWA will also consider qualitative descriptions of benefits that are more difficult to quantify and/or value in monetary terms.

Based on FHWA’s assessment, FHWA will assign an economic analysis rating of high, medium-high, medium, medium-low, or low according to the following table:

<b>Rating</b>	<b>Description</b>
High	The project’s benefits will exceed its costs. with a benefit-cost ratio of at least 2.0
Medium-High	The project's benefits will exceed its costs
Medium	The project's benefits are likely to exceed its costs
Medium-Low	The project's costs are likely to exceed its benefits
Low	The project’s costs will exceed its benefits

Resilience Improvement projects that are not on the applicable Resilience Improvement Plan and receive an economic analysis rating of Medium, Medium-High, or High will receive a determination that the benefits of the eligible activity proposed to be carried out by an eligible entity exceed the cost of the activity under 23 U.S.C. § 176(d)(4)(A)(iii)(I)(aa).



Community Resilience and Evacuation Routes projects that receive an economic analysis rating of Medium, Medium-High, or High will receive a determination that the eligible activity is cost-effective after taking into account:

- current and future vulnerabilities to an evacuation route because of future occurrence or recurrence of emergency events that are likely to occur in the geographic area in which the evacuation route is located and
- projected changes in development patterns, demographics, and extreme weather events based on the best available evidence and analysis under 23 U.S.C. § 176(d)(4)(B)(iii).

Resilience Improvement projects will be given priority if they receive an economic analysis rating of Medium, Medium-High, or High and FHWA determines that there is a need to address the vulnerabilities because of the high risk of, or impacts associated with failure because of, the impacts of weather events, natural disasters, or changing conditions. However, projects that receive a rating of Medium-Low or Low may be selected for an award if the project demonstrates clear potential benefits to resiliency, connectivity, community engagement, quality of life for disadvantaged communities, particularly in geographically remote or less populated areas.

Resilience Improvement projects that are on the applicable Resilience Improvement Plan will be prioritized. Applicants should consult with their State DOT or MPO regarding applicable Resilience Improvement Plans.

**FHWA FY 2024-2026 PROTECT Discretionary Grant Priority Considerations for Resilience Improvements, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure Grants**

After completing the merit review, among projects of similar merit, FHWA will prioritize projects that meet one or more of the following:

1. Exceptional benefits under merit criterion #5 Equity and Justice<sup>40</sup>
2. Workforce Development, Job Quality, and Wealth Creation

Application demonstrates that the project will do one or more of the following:

- Create good-paying, safe jobs with free and fair choice to join a union including through the use of a project labor agreement;
- promote investments in high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships. These programs should have a focus on women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.);

- adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations; or
- promote local inclusive economic development and entrepreneurship, such as the utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

### 3. Construction Readiness

Priority may be given to a project that is post-design with the incorporation of evidence-based climate change measures and features to address future vulnerabilities. Projects should be ready to proceed to construction within 10 months of selection to receive a PROTECT Discretionary Grant Program grant. The FY 2024 funds may be prioritized for construction ready projects because of the need to be obligated before the end of 2027.

### 4. Funding Needs

FHWA will assess whether, but for the award of a PROTECT Discretionary Grant Program Resilience Grant, the applicant would not be able to begin or complete the activity. For State DOT applicants, this could be demonstrated by showing that the need exceeds the amount provided under the PROTECT Formula Program.

## **2. Review and Selection Process**

FHWA will conduct an application intake and eligibility review by providing an initial eligibility screening based on the statutory eligibility criteria in Section C. Only eligible projects will be assessed against the Merit Criteria in Section E.

The PROTECT Discretionary Grant Program application evaluation process consists of (1) a technical review, economic analysis review with statutory prioritization, and (2) an FHWA and the Office of the Secretary (OST) Senior Review.

### **The Technical Review**

The evaluation of eligible applications will be conducted by a Technical Review Team who may consist of individuals from: (1) FHWA; (2) Federal Transit Administration; (3) Maritime Administration; (4) FRA; (5) OST; and (6) other Federal agencies such as NOAA and FEMA. The Technical Review Team will assess each eligible application against the Merit Criteria in section E.1. and assign an overall application rating.

**Planning Grant Applications.** After assigning an overall rating to each Planning grant application, the Technical Review Team will assess and prepare a narrative on each Highly Recommended and Recommended application's responsiveness to FHWA Priority Considerations.

**Resilience Grants.** After assigning an overall rating to each Resilience Improvement and Community Resilience and Evacuation Routes grant application, the Technical Review Team will assess and prepare a narrative on each Highly Recommended and Recommended application's responsiveness to FHWA Priority Considerations.

### **The Economic Analysis Review**

The economic analysis evaluation of Highly Recommended and Recommended Resilience Improvement and Community Resilience and Evacuation Route applications will be conducted by the Economic Analysis Review Team. The Economic Analysis Review Team may consist of individuals from: (1) FHWA Office of Transportation Policy Studies; (2) FHWA Resource Center; (3) other FHWA HQs and division offices; (4) and OST. The Economic Analysis Team will assess the benefit-cost analysis of Community Resilience and Evacuation Route projects, and Resilience Improvement projects not on the applicable Resilience Improvement Plan.

Projects that receive a rating of Medium-Low or Low may be selected for an award if the project demonstrates clear potential benefits to resilience, connectivity, community engagement, quality of life for economically disadvantaged communities, particularly in geographically remote or rural areas.

### **Applications Recommended for Consideration by the FHWA Senior Review Team (SRT)**

The Technical Review Team will send to the FHWA SRT the overall project rating for each eligible Planning Grant and the evaluation of responsiveness to FHWA Priority Considerations. For the Resilience Improvement, and Community Resilience and Evacuation Route grant applications, the Technical Review Team will send to the FHWA SRT the Highly Recommended and Recommended projects that meet the Statutory Priority Criteria, the results of the economic analysis review, and the evaluation of responsiveness to FHWA Priority Considerations. For the At-Risk Coastal Infrastructure applications, the Technical Review Team will send to the FHWA SRT the Highly Recommended and Recommended projects and the evaluation of responsiveness to FHWA Priority Considerations.

### **FHWA Senior Review Team Process and Project Selection**

The FHWA SRT may consist of senior FHWA and other USDOT officials who have been requested to serve by the FHWA Acting Administrator. The SRT, with the FHWA Acting Administrator's participation in the review process, advises the FHWA Acting Administrator which projects the FHWA Acting Administrator should select for funding.

**Planning Grants:** FHWA SRT will determine which Highly Recommended or Recommended Planning projects to advance to the Acting Administrator. The FHWA SRT may recommend a Planning grant project that is rated Recommended over a Highly Recommended project, if the Recommended project is responsive to the Priority Considerations.

**Resilience Grants:** The FHWA SRT will determine which Highly Recommended or Recommended Resilience Grant projects to advance to the Administrator. The FHWA SRT may

recommend a Resilience grant project that is rated Recommended over a Highly Recommended project if the Recommended project is responsive to the Priority Considerations.

FHWA will use not less than 2 percent for grants to Indian Tribes. The FHWA SRT may recommend for funding all Highly Recommended applications under the set-aside and then recommend for funding additional Recommended applications up to the minimum amount. FHWA reserves the flexibility to increase the minimum Tribal set-aside to fund all Highly Recommended Tribal projects and additional Recommended Tribal projects selected to receive funding. When selecting among applications, the FHWA SRT may consider a project's merit criteria ratings as well as responsiveness to the Priority Considerations. Any remaining Recommended applications will be considered for funding with the remaining non-Tribal applicants under review by the SRT.

The FHWA Acting Administrator will determine which Highly Recommended Planning Grant and Resilience Grant projects, and any Recommended Planning Grant and Resilience Grant projects, after considering the FHWA SRT recommendations including the responsiveness to FHWA Priority Considerations. The FHWA Acting Administrator may consider options for reduced awards and the ability to award certain eligible applications under any of the four grant types. To the extent possible, all applications will be considered for any of the four grant programs regardless of which grant is applied for.

The FHWA Acting Administrator makes final project selections that best address the PROTECT Discretionary Grant Program goals for Planning, Resilience Improvements, Community Resilience and Evacuation Routes, and At-Risk Coastal Infrastructure Grants, Secretarial Statutory Selection Priorities, and FHWA Priority Considerations.

### **3. Additional Information**

a. FHWA may, during the selection process, enter into discussions with an applicant that may include mutually agreeing upon a lesser amount of a potential award than originally requested in the application, if necessary, because of the quantity, size and scope of the applications received in response to this notice and the results of the application review process. Discussions may include scalable project options as described under Section D.7.a. of this notice.

b. Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.206. FHWA must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. FHWA will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

## SECTION F - FEDERAL AWARD ADMINISTRATION INFORMATION

### 1. FEDERAL AWARD NOTICES

Following the evaluation outlined in Section E, the Secretary will announce awarded projects by posting a list of selected projects at <https://www.fhwa.dot.gov/environment/protect/discretionary>. Notice of selection is not authorization to begin performance or to incur costs for the proposed project. Following that announcement, FHWA will contact the point of contact listed in the SF-424 to initiate negotiation of the project agreement for authorization. Recipients of PROTECT Discretionary Grant Program grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. Instead, FHWA will reimburse PROTECT Discretionary Grant Program funds to recipients only after a project agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Unless authorized by FHWA in writing after announcement of FY 2024-2026 PROTECT Discretionary Grant Program awards, any costs that a recipient incurs before FHWA executes a project agreement for that recipient's project are ineligible for reimbursement and are ineligible match for cost share requirements.

### 2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by FHWA at 2 CFR Part 1201. Applicable Federal laws, rules, and regulations set forth in Title 23, U.S.C., and Title 23 of the CFR, apply to awards provided under this program.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of DOT and FHWA; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If FHWA determines that a recipient has failed to comply with applicable Federal requirements, FHWA may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

In particular, E.O. 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. Any grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carriers Safety Regulations (FMCSR), or vehicles that are exempt from FMVSS or FMCSR in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

## A. Program Requirements

### i. Critical Infrastructure Security, Cybersecurity and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all threats and hazards, including physical and cyber risks, consistent with National Security Memorandum 22 (NSM 22) to Secure and Enhance the Resilience of U.S. Critical Infrastructure. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, the effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by FHWA and the U.S. Department of Homeland Security, will be required to do so before receiving funds.

### ii. Domestic Preference Requirements

As expressed in E.O. 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), the executive branch should, consistent with law, maximize the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to the domestic preference requirements at Pub. L. No 117-58, div. G §§ 70901–70927. FHWA expects all applicants to comply with those requirements.

The applicability of Federal requirements to a project may be affected by the scope of the National Environmental Policy Act (NEPA) reviews for that project. For example, under 23 U.S.C. § 313(g), Buy America requirements apply to all contracts that are eligible for assistance under title 23, U.S.C., and are carried out within the scope of the NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract is funded with Title 23 funds. As another example, Americans with Disabilities Act (ADA) regulations apply to all projects funded under this Notice.

### iii. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21), the ADA, and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI Plan, a completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. FHWA Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

### iv. Federal Contract Compliance

As a condition of grant award and consistent with E.O. 11246, EEO (30 FR 12319, and as amended), all federally-assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The DOL's OFCCP is charged with enforcing E.O. 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. The OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of federally-assisted projects over which OFCCP has jurisdiction and that have a project cost above \$35 million. FHWA will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their award.

#### v. Project Signage and Public Acknowledgements

Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, Website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that "the project is funded by the Bipartisan Infrastructure Law". In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the Official Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

### 3. REPORTING

#### a. Progress Reporting on Grant Activities

Each applicant selected for PROTECT Discretionary Grant Program grant funding must submit semi-annual progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the PROTECT Discretionary Grant Program.

#### b. Performance and Program Evaluation

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by FHWA or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes

analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. FHWA may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or FHWA staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; (4) access to right-of-way to contractor or FHWA staff for long-term data and observation collection; and (5) follow evaluation procedures as specified by the evaluation contractor or FHWA staff.

FHWA is required (See 23 U.S.C. § 176(f)(1)) to establish impact and effectiveness metrics and evaluation procedures for the PROTECT Discretionary Grant Program. FHWA will select a representative sample of projects to evaluate their effectiveness and impact. Projects selected as part of this representative sample may have additional reporting requirements. The metrics will not affect award decisions and should not impact applicant's proposals. FHWA will notify recipients of projects selected for the representative sample. Applicants can learn more about the establishment of the metrics at <https://www.fhwa.dot.gov/environment/protect/discretionary/>.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." 5 U.S.C. § 311. Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

For grant recipients receiving an award, evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation. (2 CFR Part 200).

#### c. PROTECT Discretionary Grant Program Project Specific Reporting Requirements

Each applicant selected for PROTECT Discretionary Grant Program grant funding must collect and report to FHWA information on the project's performance based on performance indicators FHWA identifies related to program goals (e.g., increase resiliency, improve evacuation routes, strengthen at-risk coastal infrastructure project) and other information as requested by FHWA. Performance indicators should include measurable goals or targets that FHWA will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the PROTECT Discretionary Grant Program. FHWA will work with the grant recipient to establish a recommended two to four performance measures that enable FHWA



to measure and evaluate the outcomes of the individual grant, relative to the program goals (identified in Section E.1.). Performance reporting continues for several years after project construction is completed. Monitoring and measurement costs can be included in project budgets.

d. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

e. Other

FHWA reserves the right to request additional information, if deemed needed, to better understand the status of the project. The successful applicant will provide additional financial reporting beyond the semi-annual reporting if such statements are necessary to address FHWA's Stewardship and Oversight responsibility of the funds. The successful applicant also agrees to allow periodic project inspections and FHWA will provide notice for such inspections.

## SECTION G - FEDERAL AWARDING AGENCY CONTACTS

For questions concerning this NOFO and the PROTECT Discretionary Grant Program, please contact:

Vincent C. Speaks  
Agreement Specialist  
Office of Acquisition and Grants Management  
Federal Highway Administration  
U.S. Department of Transportation  
1200 New Jersey Ave., SE.  
Washington, DC 20590  
Email: [PROTECTdiscretionary@dot.gov](mailto:PROTECTdiscretionary@dot.gov) (preferred)  
Phone: (202) 366-7799

Alternate:

Ryan Buck  
Agreement Officer/Team Leader  
Office of Acquisition and Grants Management

Federal Highway Administration  
U.S. Department of Transportation  
1200 New Jersey Ave., SE.  
Washington, DC 20590  
Email: [PROTECTdiscretionary@dot.gov](mailto:PROTECTdiscretionary@dot.gov) (preferred)  
Phone: (202) 366-4229  
A TDD is available for individuals who are deaf or hard of hearing at (202) 366-3993.

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Time, Monday through Friday, except Federal holidays.

## **SECTION H - OTHER INFORMATION**

### **1. Protection of Confidential Business Information.**

All information submitted as part of or in support of any application must use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) State on the cover of that document that it "Contains Confidential Business Information (CBI)"; (2) mark each page that contains confidential information with "CBI"; (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. FHWA will protect confidential information complying with these requirements to the extent required under applicable law. If FHWA receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, FHWA will follow the procedures described in its FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

### **2. Publication/Sharing of Application Information.**

Following the completion of the selection process and announcement of awards, FHWA may publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in Section H.1., FHWA may make application narratives publicly available or share application information within FHWA or with other Federal agencies if FHWA determines that sharing is relevant to the respective program's objectives.

### **3. FHWA Feedback on Applications**

Unsuccessful applicants may request a debriefing up to 90 days after the selected funding recipients are publicly announced. The request must be submitted by the applicant identified on the SF-424. The debrief will be limited to how the application responded to the grant program evaluation criteria described in Section E of the NOFO. All debrief requests should be submitted to [PROTECTDiscretionary@dot.gov](mailto:PROTECTDiscretionary@dot.gov).



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 25-006

**Finance Committee**

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[01.09.25 Fin Meeting PowerPoint ]



*January 9, 2025*

# Regional Transit Authority


## Finance Committee





The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held on Thursday, January 9, 2025, at 11:00 a.m. The agency's website streams the in-person meeting live, and mask-wearing is encouraged inside the boardroom.

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



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



# ***Agenda***

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





# ***Agenda***

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



# ***Agenda***

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



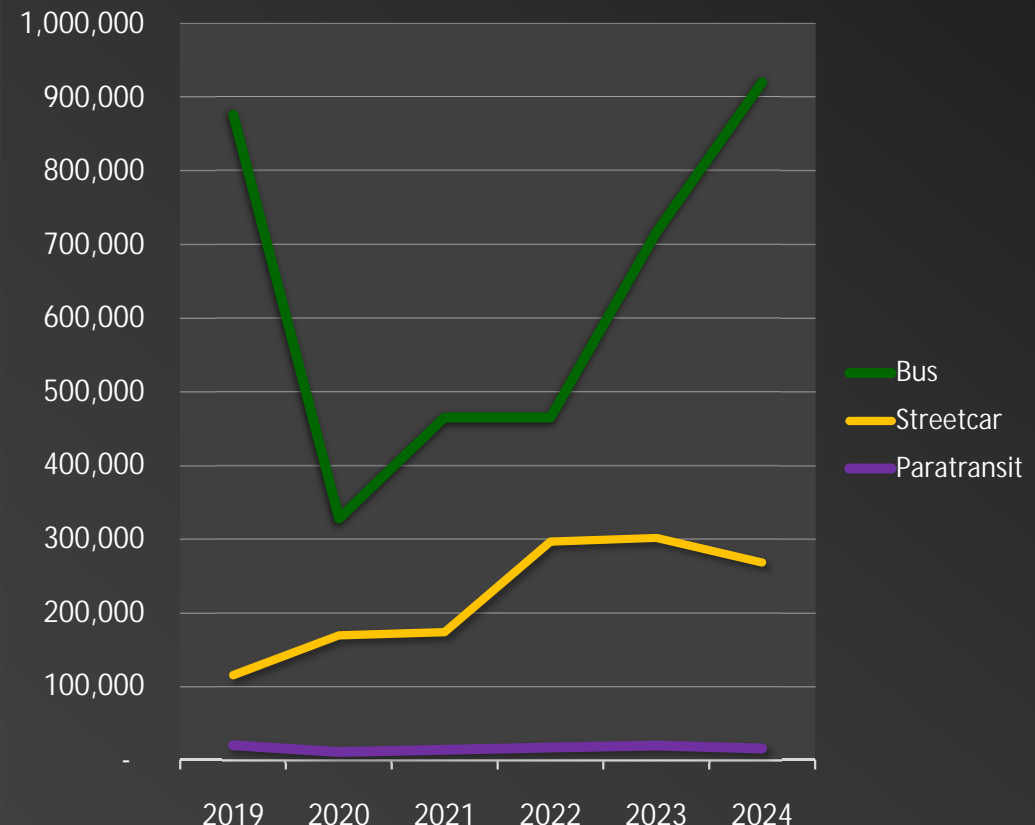
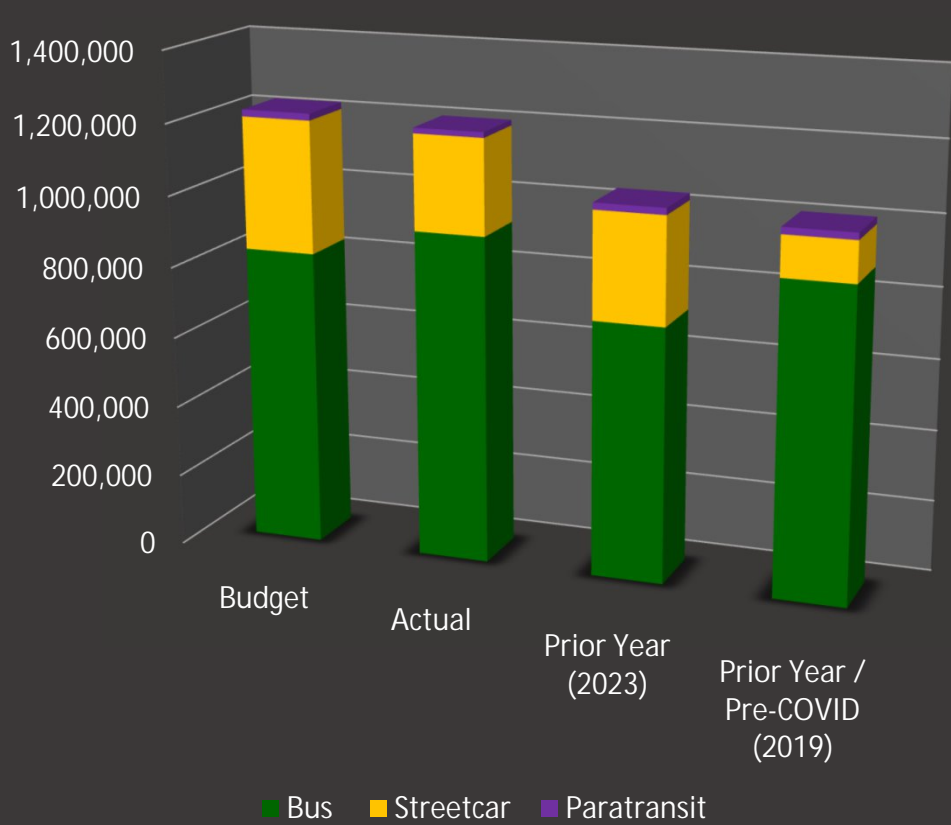
# ***Agenda***

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



# ***Agenda***

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



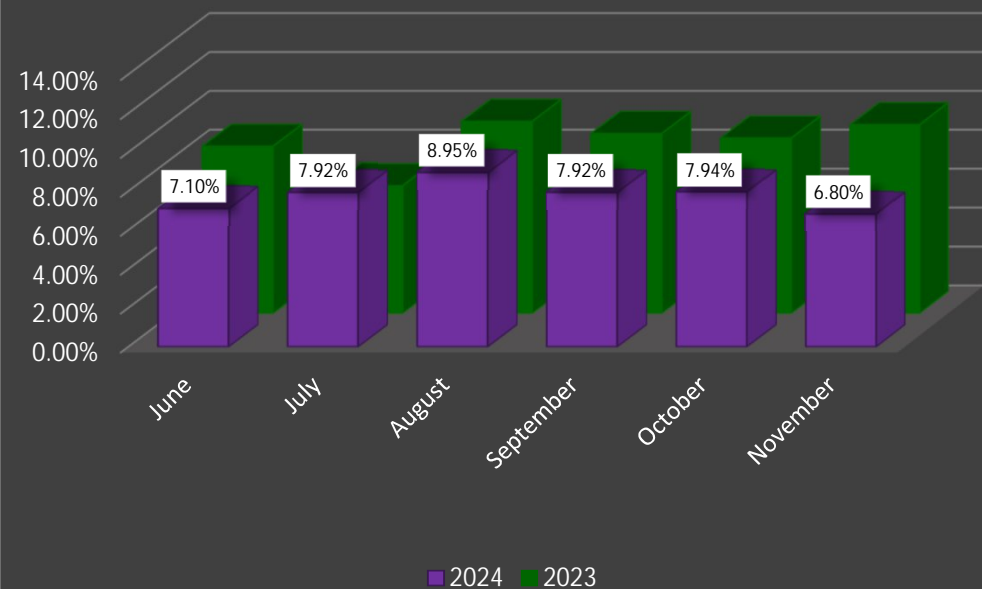
# Ridership

Ridership in November decreased by 7.8% when compared to October 2024 actuals. In November, total system ridership (bus, streetcar and paratransit) was 1.2M, compared to 1.3M for the previous month of October.

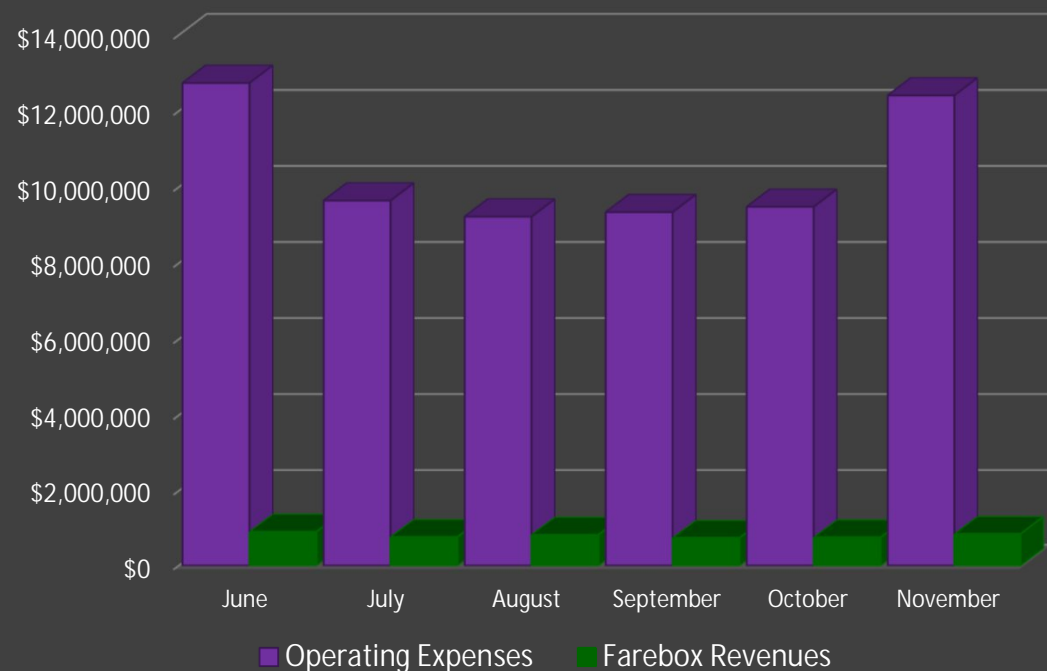
Finance Committee Meeting



FAREBOX RECOVERY RATES  
2024 vs 2023



TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY

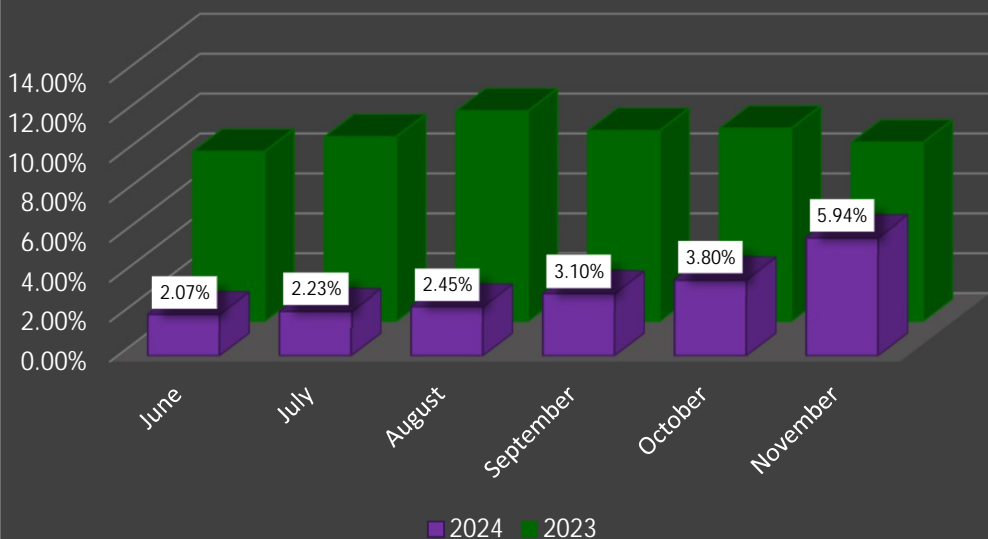


Farebox Recovery Rates  
2024 vs. 2023

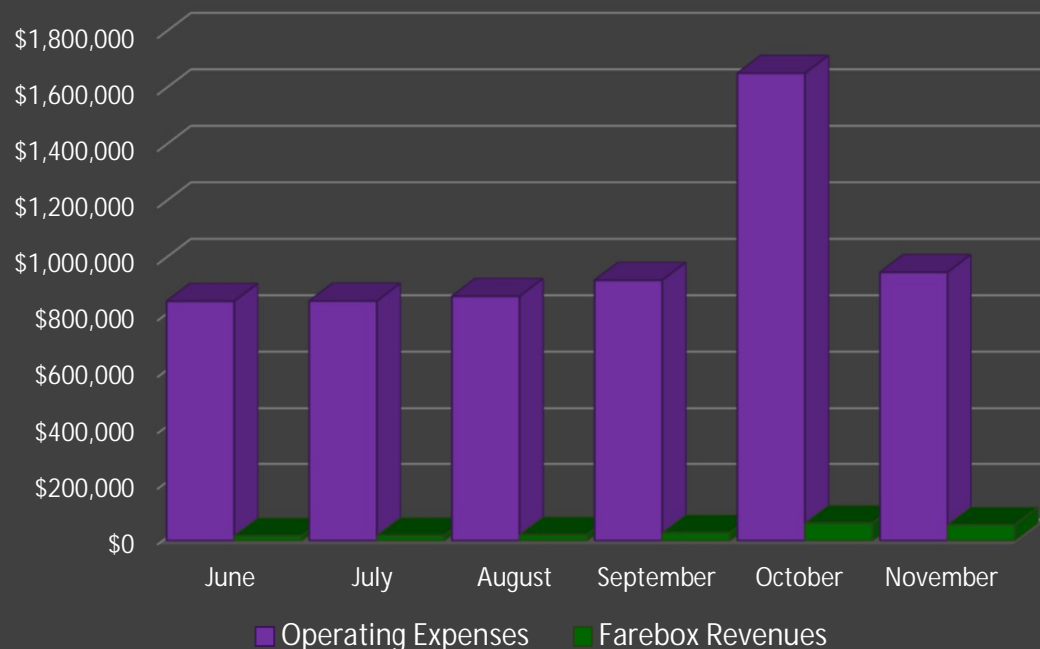
Fare revenue continues to offset a modest percentage of operating expenses as ridership continues to rebound. November's farebox recovery rate decreased from 7.9% to 6.8%, a decrease of 1.1%



FAREBOX RECOVERY RATES  
2024 vs 2023



TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY



## FERRY- Farebox Recovery Rates

2024 vs. 2023

The increase in farebox recovery to 5.9% in November from 3.8% in October is the result of a decrease in operating expenses and a slight decrease in fare revenues from the prior month. Fare revenues continue to offset a small percentage of operating costs.

Finance Committee Meeting

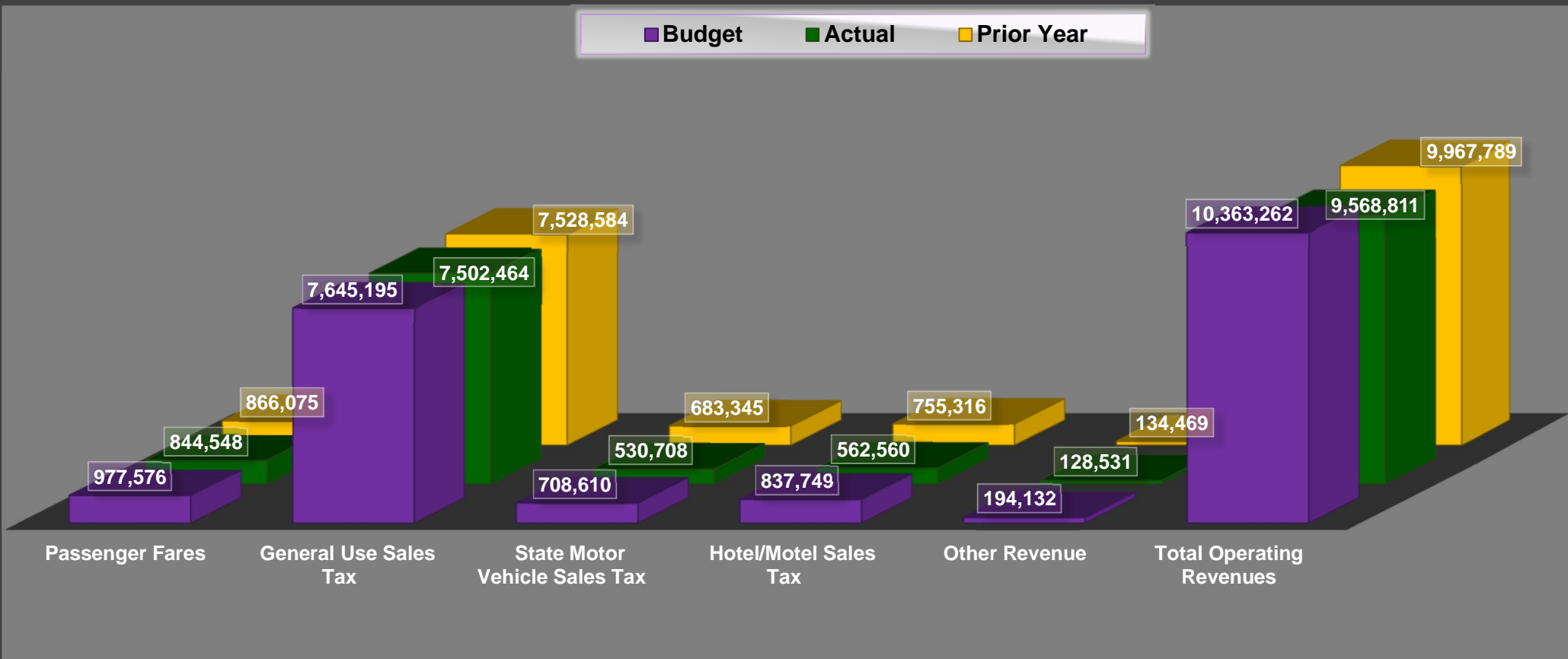




# November 2024 Summary of Sources

SUMMARY OF SOURCES						
	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Sales Tax	9,191,554	8,595,732	(595,822)	-6.48%	101,107,094	95,103,765
Government Assistance	1,896,333	1,438,617	(457,716)	-24.14%	20,859,663	15,794,001
Sales Tax and Government Assistance	11,087,887	10,034,349	(1,053,538)	-9.50%	121,966,757	110,897,766
Passenger Fares	977,576	844,548	(133,028)	-13.61%	10,753,336	9,496,165
Other Operating Revenues	194,132	128,531	(65,601)	-33.79%	2,135,452	2,292,653
Subtotal Transit Operations	1,171,708	973,079	(198,629)	-16.95%	12,888,788	11,788,819
Total Operating Revenues	12,259,595	11,007,428	(1,252,167)	-10.21%	134,855,545	122,686,585
Federal Capital Funding	3,896,967	1,842,490	(2,054,477)	-52.72%	42,866,637	34,359,509
Investment Income	6,310	66,139	59,829	100.00%	69,410	727,524
Subtotal Capital and Bond Resources	3,903,277	1,908,628	(1,994,649)	-51.10%	42,936,047	35,087,034
Total Revenue	16,162,872	12,916,057	(3,246,815)	-20.09%	177,791,592	157,773,619
Operating Reserve	0	2,580,365	2,580,365	-100.00%	0	(7,454,481)
Total Sources	16,162,872	15,496,422	(666,450)	-4.12%	177,791,592	150,319,138



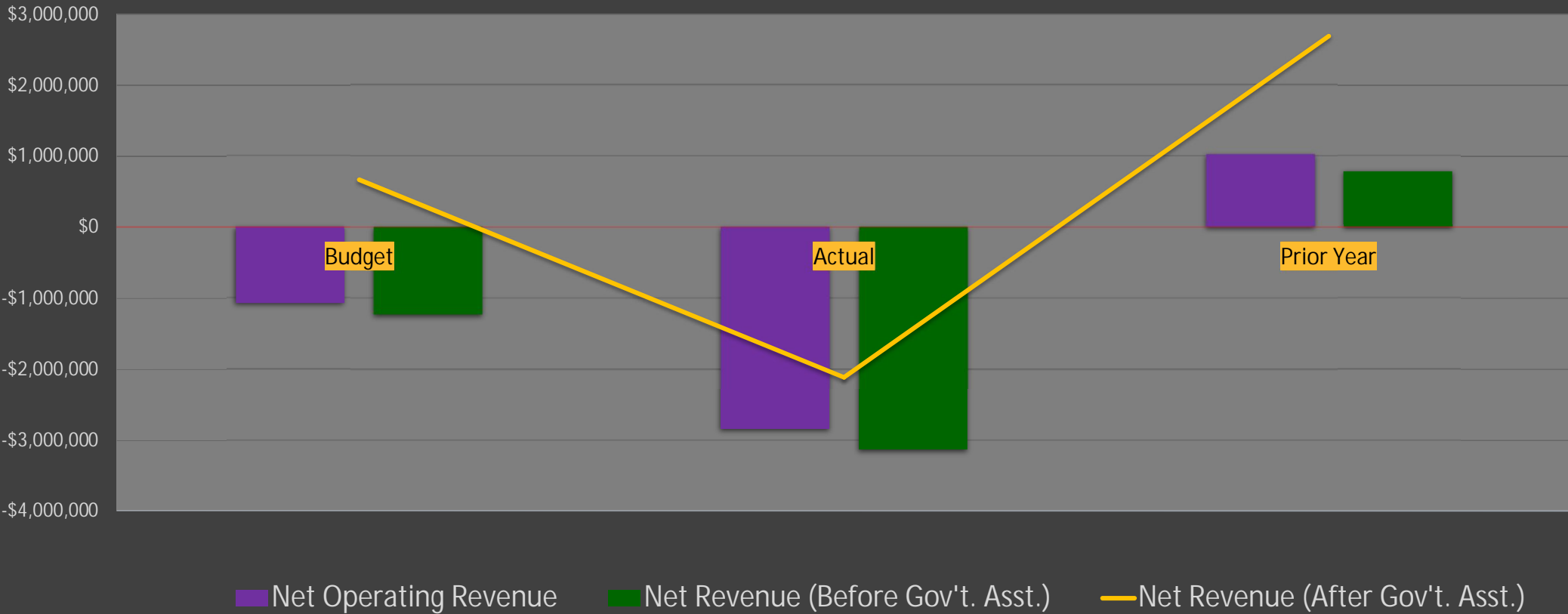


## ***Operating Revenues (Budget, Actual & Prior Year)***

RTA's two largest revenue sources are General Use Sales Tax (\$7.5M) and Passenger Fares (\$845K). The two combined make up 87.2% or \$8.3M of total revenue. Overall, total operating revenues for the month of November are \$9.6M.

Finance Committee Meeting





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

Net Revenue (Before Government Assistance) is -\$2.8M for the month of November. After applying the month's \$1.4M in Government Operating Assistance, Net Revenue is -\$2.1M for the month of November.

Finance Committee Meeting

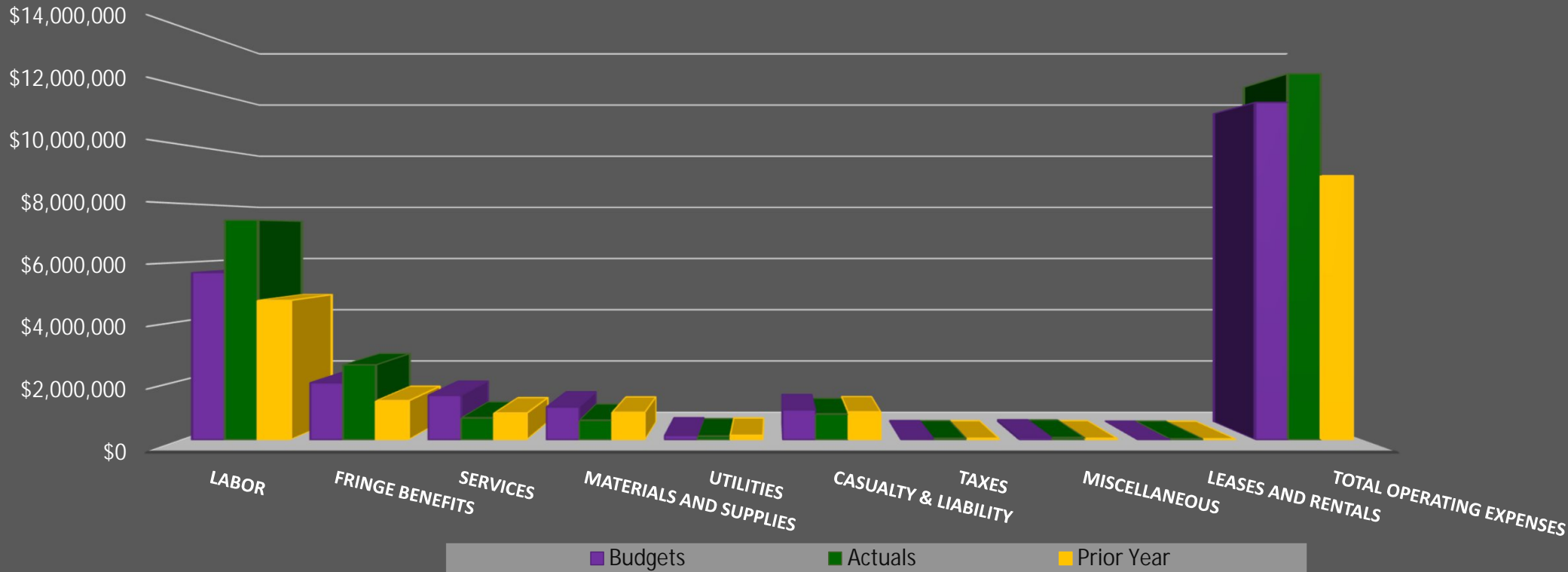




# November 2024 Summary of Uses

Summary of Uses						
	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Transit Operations	11,435,212	12,411,044	(975,832)	-8.53%	125,787,332	108,184,206
TMSEL Legacy Costs	158,501	291,424	(132,923)	-83.86%	1,743,511	2,952,302
Maritime Costs	0	422,019	(422,019)	0.00%	0	(2,023,274)
Capital Expenditures	3,896,967	1,850,092	2,046,875	52.52%	42,866,637	35,125,875
FEMA Project Worksheet Expenditures	0	0	0	0.00%	0	0
Debt Service	672,192	521,843	150,349	22.37%	7,394,112	6,080,029
<b>Total Expenditures</b>	<b>16,162,872</b>	<b>15,496,422</b>	<b>666,450</b>	<b>4.12%</b>	<b>177,791,592</b>	<b>150,319,138</b>
Operating Reserve	0	0	0	0.00%	0	0
<b>Total Uses</b>	<b>16,162,872</b>	<b>15,496,422</b>	<b>666,450</b>	<b>4.12%</b>	<b>177,791,592</b>	<b>150,319,138</b>

Operating Expenses (Actual - \$12,411,044)



## Operating Expenses

Operating Expenses for the month of November are roughly \$12.4M. Labor and Fringe Benefits, the largest expenditure at \$9.9M, comprised 80.1% of this month's actual expenses. In total, Operating Expenses for the month of November show an increase of 30.9% from \$9.5M in October.

Finance Committee Meeting





## ***Operating Reserve***

The negative variance that resulted from Net Revenue (After Government Assistance of approximately \$1.4M) subtracted \$2.6M from the Restricted Operating/Capital Reserve, after the offset of \$522K in Debt Service.

Finance Committee Meeting





# Procurement

Purchase Orders Less than \$100K  
(December 1, 2024 – December 31, 2024)

Order	Supplier	Cost Center Code	Cost Center Description	Account	Creation Date	Description	Purchase Order Amount
RTAP_01029	DELL INC	2900	Information Technology	01-2900-02-7140-170-00-00-00000-00000	12/3/24	Software License/Equipment	\$69,972.00
RTAP_01030	CINTAS FIRST AID & SAFETY	4600	Safety and Claims	01-4600-99-7701-181-00-00-00000-00000	12/3/24	Materials And Supplies	\$50,000.00
RTAP_01031	BUTLER LAW FIRM	8800	Chief Legal Officer	01-8800-02-7050-168-89-00-00000-00000	12/3/24	Professional Services	\$60,000.00
RTAP_01032	LAMARQUE FORD	4500	Paratransit Services	01-4500-06-7360-061-05-00-00000-00000	12/4/24	Vehicle Parts And Repairs	\$21,619.92
RTAP_01033	SHERWIN-WILLIAMS	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/4/24	Materials And Supplies	\$1,106.16
RTAP_01034	TRANE	2843	Facility Maintenance	01-2843-99-7570-127-00-00-00000-00000	12/4/24	Equipment Parts And Repairs	\$779.00
RTAP_01035	GRAINGER (2)	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/4/24	Materials And Supplies	\$1,051.96
RTAP_01036	NAPA	4300	Maintenance	01-4300-04-8510-061-03-00-00000-00000	12/4/24	Materials And Supplies	\$1,610.52
RTAP_01037	CERTSTAFFIX TRAINING	4600	Safety and Claims	01-4600-02-7080-166-00-00-00000-00000	12/4/24	Training	\$1,300.00
RTAP_01038	TK ELEVATOR CORPORATION	2843	Facility Maintenance	01-2843-99-7520-127-00-00-00000-00000	12/4/24	Equipment Parts And Repairs	\$1,038.00
RTAP_01039	NU-LITE ELECTRICAL WHOLESALERS	2843	Facility Maintenance	01-2843-99-7570-125-00-00-00000-00000	12/4/24	Materials And Supplies	\$2,459.42
RTAP_01040	IK NETWORK SOLUTIONS OF LOUISIANA	2900	Information Technology	01-2900-02-7140-170-00-00-00000-00000	12/4/24	Software License/Equipment	\$78,390.00
RTAP_01041	CERTSTAFFIX TRAINING	4600	Safety and Claims	01-4600-02-7080-166-00-00-00000-00000	12/4/24	Training	\$650.00
RTAP_01042	HILLER COMPANIES LLC, THE	4300	Maintenance	01-4300-02-8510-061-01-00-00000-00000	12/4/24	Vehicle Parts And Repairs	\$2,660.80
RTAP_01043	KENWORTH OF LOUISIANA LLC	4300	Maintenance	01-4300-02-7360-061-01-00-00000-00000	12/4/24	H016 Engine Replacement	\$14,860.10
RTAP_01044	KENWORTH OF LOUISIANA LLC	4300	Maintenance	01-4300-02-7360-061-01-00-00000-00000	12/5/24	Vehicle Parts And Repairs	\$33,972.18
915030	CONVERGINT TECHNOLOGIES	4300	Maintenance	01-4300-02-8690-000-00-00-00000-00000	12/5/24	Equipment Parts And Repairs	\$1,519.27
RTAP_01046	CUMMINS SALES AND SERVICE	2843	Facility Maintenance	01-2843-99-7610-127-89-00-00000-00000	12/5/24	Vehicle Parts And Repairs	\$10,172.27
RTAP_01047	GRAINGER (2)	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/5/24	Materials And Supplies	\$3,168.85
RTAP_01049	EVERON LLC	2843	Facility Maintenance	01-2843-04-7570-125-00-00-00000-00000	12/9/24	Sprinkler Repair	\$4,511.08
RTAP_01050	GRAINGER (2)	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/9/24	Immersion Controller 7 Pilot Ignitor	\$659.61
RTAP_01051	HIGHSTREET IT SOLUTIONS, LLC	2900	Information Technology	01-2900-02-7070-170-00-00-00000-00000	12/10/24	Software License/Equipment	\$23,440.00
RTAP_01052	LAMARQUE FORD	4300	Maintenance	01-4300-06-8631-091-00-00-00000-00000	12/10/24	Vehicle Parts And Repairs	\$1,120.67
RTAP_01053	FLEET SUPPLY WAREHOUSE, LLC	2843	Facility Maintenance	01-0000-00-1301-000-00-00-00000-00000	12/10/24	Filters	\$1,324.50



# Procurement

Purchase Orders Less than \$100K  
(December 1, 2024 – December 31, 2024)

Order	Supplier	Cost Center Code	Cost Center Description	Account	Creation Date	Description	Purchase Order Amount
RTAP_01055	THE SECOND LINE LLC	2843	Facility Maintenance	01-2843-04-7570-125-00-00-00000-00000	12/12/24	Carrolton Storm Drain Repair	\$12,250.00
RTAP_01056	GRAINGER (2)	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/12/24	Miscellaneous Supplies	\$1,598.97
RTAP_01057	GAUDIN EQUIPMNT & SUPPLY CO.	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/13/24	Canal Boiler Cleaning Kit	\$399.00
RTAP_01058	TRIO COMPRESSED AIR	2843	Facility Maintenance	01-2843-99-7570-125-00-00-00000-00000	12/16/24	Vehicle Parts And Repairs	\$4,323.80
RTAP_01059	NVISIONS COMMUNICATIONS & CONSULTING, LLC	7600	Marketing and Communications	01-7600-02-7070-163-89-00-00000-00000	12/16/24	Professional Services	\$24,000.00
RTAP_01060	CCI - CRYSTAL CLEAR IMAGING LLC	2843	Facility Maintenance	01-2843-99-7570-127-00-00-00000-00000	12/16/24	Equipment Parts And Repairs	\$14,943.00
RTAP_01061	STAR LOCK & KEY COMPANY INC	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/17/24	Replacement Key (Riverfront Exterior)	\$925.00
RTAP_01062	HYDRONIC TECHNOLOGY, INC.	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/17/24	Motor Replacement For Hot Water Boiler	\$2,692.00
RTAP_01063	ELECTRICAL SALES CORPORATION	2900	Information Technology	01-2900-02-8580-170-00-00-00000-00000	12/17/24	20 Coil Cords	\$103.40
RTAP_01064	GRAINGER (2)	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/17/24	Replace Dups & Outlets	\$2,840.00
RTAP_01065	AGILE FLEET INC	2943	Information Technology	01-2943-02-7140-041-00-00-00000-00000	12/17/24	Agile Fleet Kiosk Software Renewal	\$13,086.27
RTAP_01066	DIXIE INDUSTRIES INC	4300	Maintenance	01-4300-04-8510-061-03-00-00000-00000	12/17/24	Materials And Supplies	\$5,612.50
RTAP_01067	IRWIN CAR AND EQUIPMENT	4300	Maintenance	01-0000-00-1301-000-00-00-00000-00000	12/17/24	Pinions	\$7,520.00
RTAP_01068	OVERHEAD DOOR COMPANY	2843	Facility Maintenance	01-2843-99-7610-124-00-00-00000-00000	12/17/24	Bay Doors 13, 14, & 15 Needs Emergency Repairs.	\$3,653.35
RTAP_01069	NEW FLYER OF AMERICA (2)	4300	Maintenance	01-4300-02-8510-062-01-00-00000-00000	12/18/24	Vehicle Parts And Repairs	\$4,833.36
RTAP_01070	ROSS & WHITE COMPANY	2843	Facility Maintenance	01-2843-99-8620-125-00-00-00000-00000	12/18/24	Equipment Parts And Repairs	\$6,085.00
RTAP_01071	NAPA	4300	Maintenance	01-4300-99-8070-031-03-00-00000-00000	12/18/24	Hydr Oil 5 Gal	\$238.72
RTAP_01072	NAPA	4300	Maintenance	01-4300-16-8640-121-03-00-00000-00000	12/18/24	Miter Saw	\$1,951.75
RTAP_01076	RUDY SMITH SERVICE INC	4300	Maintenance	01-4300-02-7610-061-01-00-00000-00000	12/23/24	Vehicle Parts And Repairs	\$4,047.00
RTAP_01077	HILLER COMPANIES LLC, THE	4300	Maintenance	01-4300-02-7610-061-01-00-00000-00000	12/23/24	Vehicle Parts And Repairs	\$2,500.25
RTAP_01078	TRI-STATE REFRIGERATION	4300	Maintenance	01-4300-02-7410-061-01-00-00000-00000	12/23/24	Vehicle Parts And Repairs	\$3,495.18

Finance Committee Meeting



# Procurement

Purchase Orders Less than \$100K  
(December 1, 2024 – December 31, 2024)

Order	Supplier	Cost Center Code	Cost Center Description	Account	Creation Date	Description	Purchase Order Amount
RTAP_01079	KENWORTH OF LOUISIANA LLC	4300	Maintenance	01-4300-02-7310-061-01-00-00000-00000	12/23/24	Vehicle Parts And Repairs	\$4,629.68
RTAP_01080	UNITED RENTALS	4300	Maintenance	01-4300-02-7610-061-01-00-00000-00000	12/23/24	Equipment Parts And Repairs	\$2,131.78
RTAP_01081	GRAINGER (2)	2843	Facility Maintenance	01-2843-99-8620-123-01-00-00000-00000	12/23/24	Materials And Supplies	\$1,561.58
RTAP_01082	GOODYEAR TIRE & RUBBER COMPANY	4300	Maintenance	01-4300-06-8120-081-00-00-00000-00000	12/23/24	Vehicle Parts And Repairs	\$304.82
RTAP_01083	HEIDEN INDUSTRIES	2843	Facility Maintenance	01-2843-99-8620-123-01-00-00000-00000	12/23/24	Materials And Supplies	\$313.87
RTAP_01084	SHER GARNER CAHILL RICHTER KLEIN & HILBERT, LLC	8200	Legal Affairs	01-8200-02-7051-168-00-00-00000-00000	12/26/24	Professional Services	\$60,000.00
RTAP_01085	DIXIE INDUSTRIES INC	2843	Facility Maintenance	01-2843-99-8620-123-01-00-00000-00000	12/26/24	Materials And Supplies	\$422.50
RTAP_01086	GRAINGER (2)	4300	Maintenance	01-4300-16-8640-121-03-00-00000-00000	12/26/24	Various Material & Supplies	\$1,796.29
<b>TOTAL:</b>							<b>\$575,645.38</b>



# *Questions?*

Finance Committee Meeting





# *Agenda*

## 7. DBE Report

Finance Committee Meeting

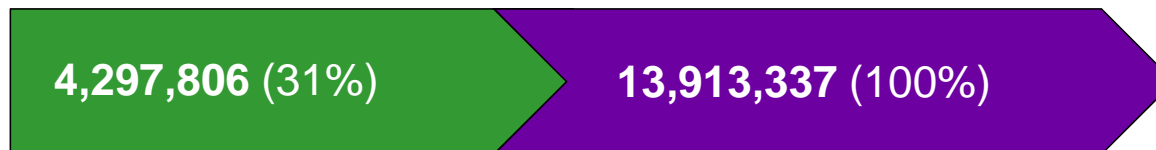


# Contract Awards December 2024

\$13,913,337 in contracts were awarded

- \$4,297,806 was awarded to DBE firms.
- Of the DBE contracts \$4,297,806 was awarded to DBE/SBE Prime Contractors.

Total DBE participation (commitment) is 31%.



Finance Committee Meeting



## ***Current DBE Projects cont'd***

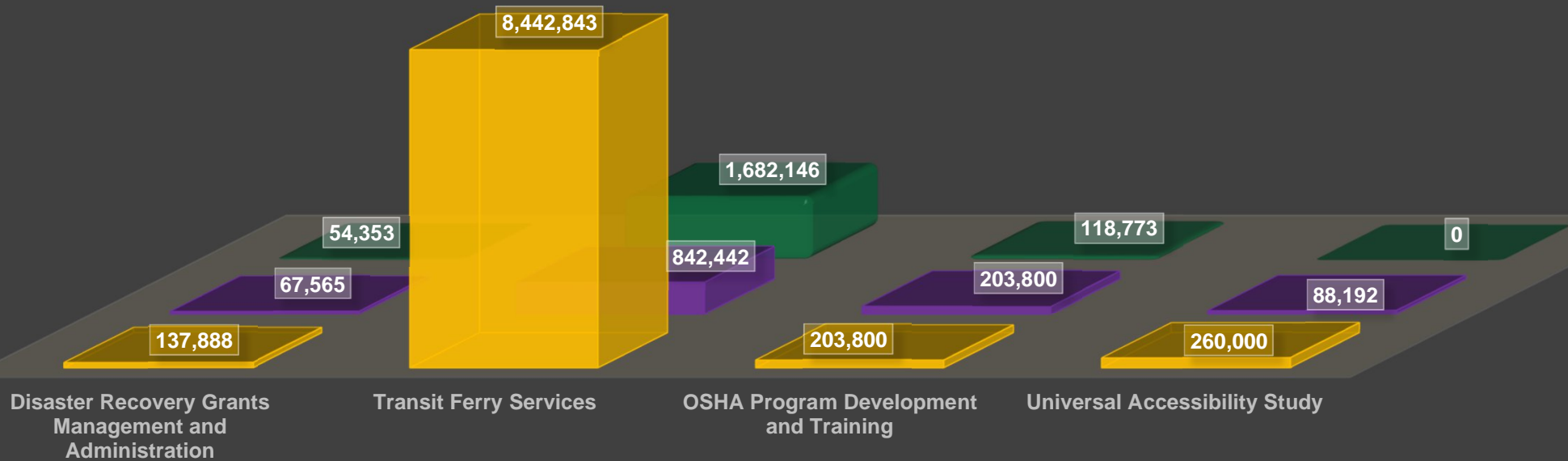
<b>Project</b>	<b>Contract Amount</b>	<b>DBE Goal</b>	<b>DBE Goal</b>	<b>% Goal Achieved</b>	<b>Tentative Completion Date</b>
Disaster Recovery Grants Management and Administration	\$137,888	\$67,565	49%	39%	6/2025
Transit Ferry Services	\$8,442,843	\$842,442	10%	20%	1/2025
OSHA Program Development and Training	\$203,800	\$203,800	100%	58%	5/2026
Universal Accessibility Study	\$260,000	\$88,192	33.92%	0%	2/2025



# Current DBE Projects

Project	Contract Amount	DBE Goal	DBE Goal	% Goal Achieved	Tentative Completion Date
On Call Technical Safety Support	\$545,572	\$545,572	100%	66%	11/2025
Rampart Streetcar Line: Emergency Repair Project	\$1,380,167	\$141,204	13.83%	15%	5/2024

# CURRENT DBE PROJECTS



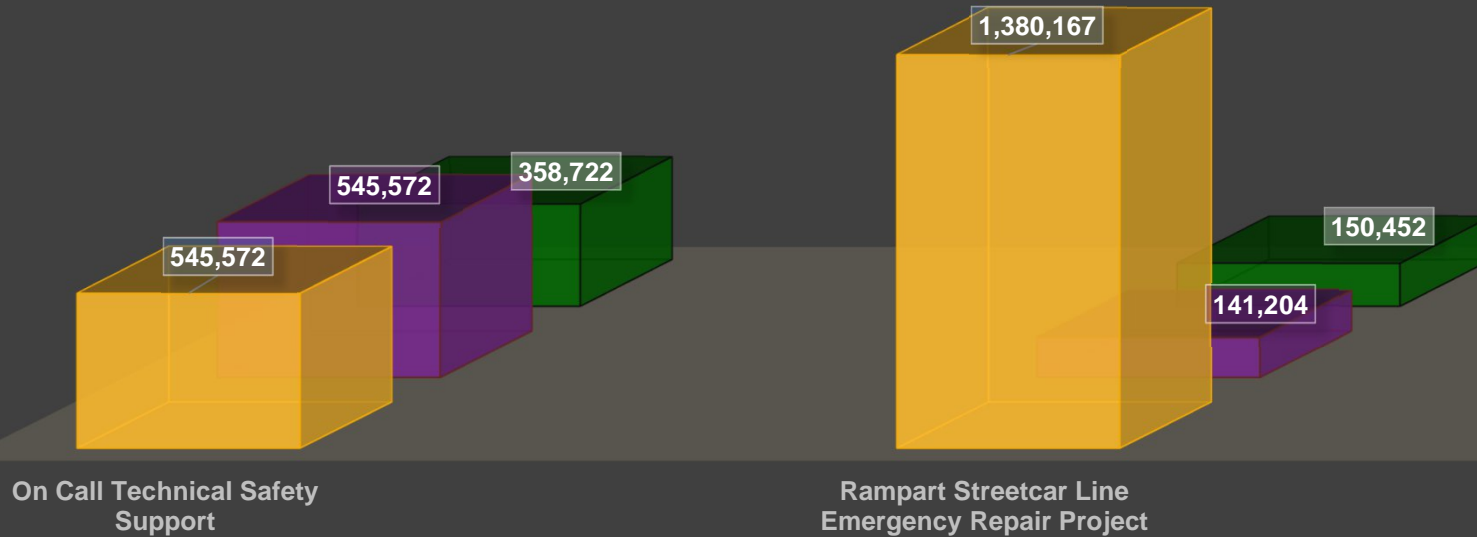
Finance Committee Meeting

# CURRENT DBE PROJECTS

Contract Amount

DBE Goal

DBE Goal Achieved



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## ***Current SBE Projects***

<b>Project</b>	<b>Contract Amount</b>	<b>SBE Goal</b>	<b>SBE Goal</b>	<b>% Goal Achieved</b>	<b>Tentative Completion Date</b>
Temporary Janitorial Services	\$1,828,000	\$1,828,000	100%	97%	3/2025
Advertising Campaigns & Media Buying Services	\$400,000	\$400,000	100%	100%	2/2028
Non-Advertisement Bus Shelters	\$832,148	\$832,148	100%	77%	3/2025
Algiers Ferry Buildings Renovation	\$1,100,000	\$1,100,000	100%	41%	3/2026
Website Services	\$300,000	\$300,000	100%	30%	5/2026

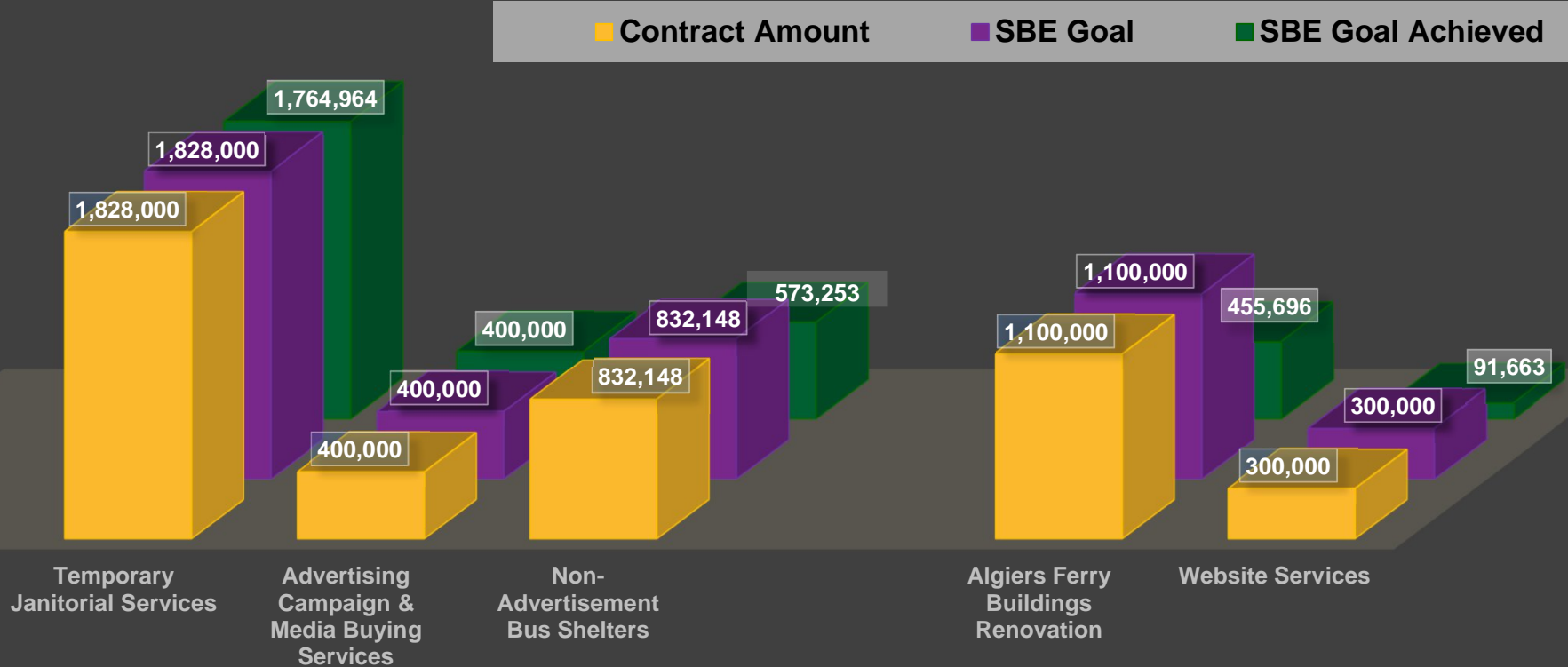


## ***Current SBE Projects***

<b>Project</b>	<b>Contract Amount</b>	<b>SBE Goal</b>	<b>SBE Goal</b>	<b>% Goal Achieved</b>	<b>Tentative Completion Date</b>
Facility Maintenance & Construction Support Services	\$1,362,506	\$1,362,506	100%	60%	12/2023
Algiers Ferry Barges Replacement	\$1,365,265	\$1,365,265	100%	0%	12/2025
Zero Emission Fleet Planning	\$150,000	\$150,000	100%	0%	5/2025
Transit Stops Inventory Improvement	\$493,430	\$493,430	100%	0%	1/2026

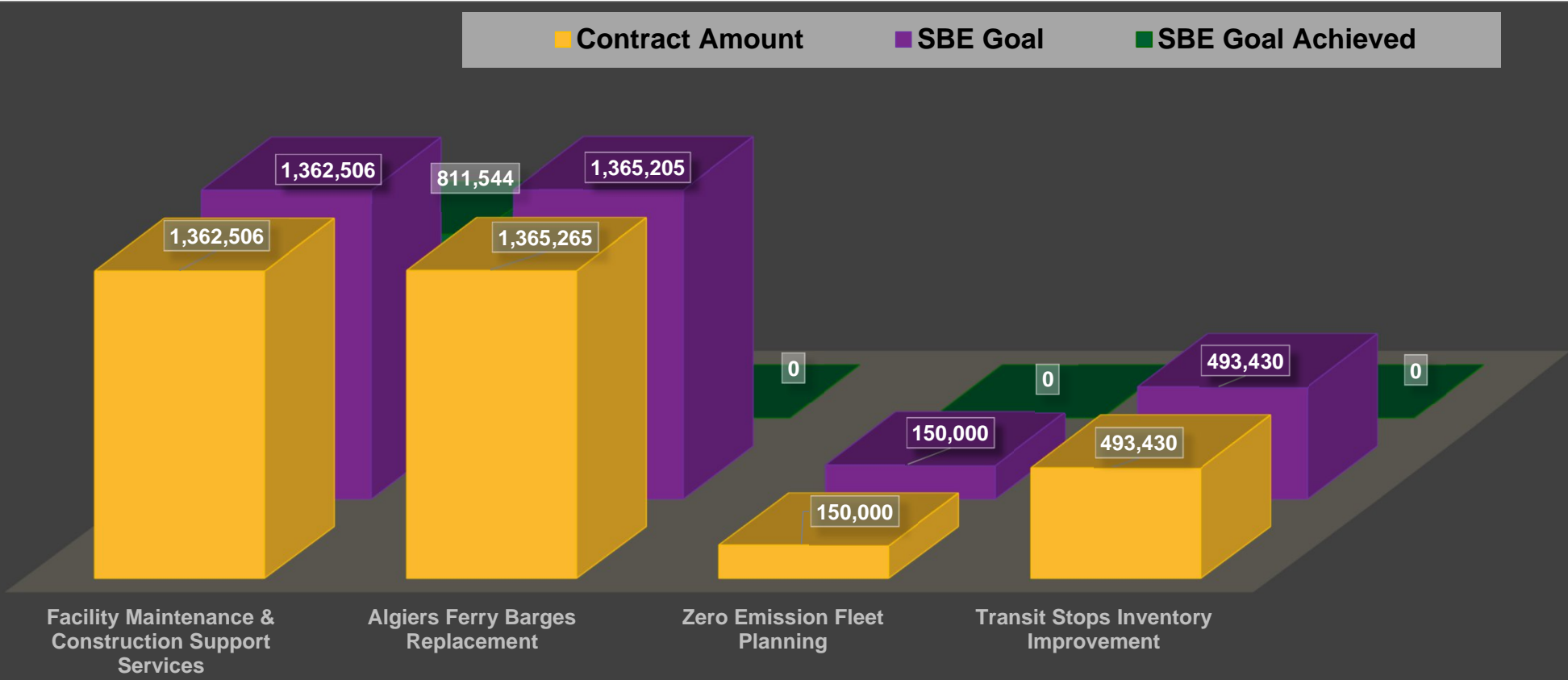


# CURRENT SBE PROJECTS



# CURRENT SBE PROJECTS

■ Contract Amount    
 ■ SBE Goal    
 ■ SBE Goal Achieved



Finance Committee Meeting



# Upcoming DBE/SBE Projects

## DBE/SBE Goal

RFP 2024-012 Executive Coaching & Consultant Services  
(Technical Evaluation in process)

100% SBE

RFP 2024-030 Fare Collection System Upgrade Consultant  
(Technical Evaluation scheduled for 1/10/25)

22.3% DBE

RFQ 2024-034 Climate Adaptive Transit Shelter Design  
(10 Proposals received. Under Administrative Review)

18% DBE

# 2024 DBE/SBE Business Development Trainings

- **Construction Project Management & Surety Bonding**
- **Pricing Strategies for Competitive Bidding**
- **Maximizing Your DBE Certification through Reciprocity & B2G Now**
- **Understanding the SBA's Mentor-Protégé Program**
- **How to Write a Bank or Investor-Ready Business Plan**
- **Bidding on Projects through SAM.gov and Finding Opportunities through Grants.gov**
- **SBA 8(a) Certification: Benefits and Process**

# 2024 DBE/SBE Outreach Events

## **July 2024**

Small Business Administration (SBA) Connecting the DOT's Business Expo  
National Urban League Small Business Matters Entrepreneurship Summit

## **August 2024**

Ernest N. Morial Convention Center Small & Emerging Business Outreach Event  
Super Bowl LIX Source: Community, Culture and Certifications Summit

## **September 2024**

RTA's Opportunity Conference for Disadvantaged and Small Business Enterprises

## **October 2024**

Urban League of Louisiana Quarterly Convening for DBE Contractors  
Love Your City Impact Officer Roundtable Outreach Event  
Super Bowl LIX Supplier Diversity Committee Outreach Mixer

## **November 2024**

City of New Orleans Unlocking Potential DBE Success Stories Outreach Event

## **December 2024**

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

Finance Committee Meeting



# DBE/SBE Business Development Trainings

## DBE Workshop: Finding and Attracting Investors

The learning objective of this workshop is to teach certified small and disadvantaged business enterprise firms about traditional and alternative sources of debt and equity financing, government-backed loans and how to prepare their firms to access investors to help them grow.

**Tuesday, January 28<sup>th</sup> 5:30 PM to 7:00 PM**

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

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# DBE/SBE Outreach Events

**SAVE THE DATE**  
**JANUARY 8, 2025 @10AM**

AN INSPIRING EVENT FOCUSED ON EMPOWERING SMALL AND EMERGING BUSINESSES THROUGH EXCITING VENDOR AND CONTRACTING OPPORTUNITIES, FEATURING:

- **BETH ANN BRANCH**  
PRESIDENT & CEO OF THE PORT OF NEW ORLEANS
- **ALITA CAPAROTTA**  
INTERIM PRESIDENT AND CEO OF THE CONVENTION CENTER



*Rivergate Room at the  
New Orleans Ernest N. Morial Convention Center  
(Julia Street entrance)*

*Hosted by LaToya Martin, Manager, Small and  
Emerging Business Program*



*In Partnership With:*



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# Questions?

Finance Committee Meeting





# ***Agenda***

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

# OPEN PROJECTS: CONSTRUCTION

## 2023 Shelter Installation

### Contracting:

Engineer: Infinity

Contractor: Pivotal Engineering

Contracting Strategy: D/B/B

### Project Costs:

Design: \$133,914

Construction: \$789,476

### Status:

- All permits approved
- 11 of 15 sites completed
- 4 pads underway

### Schedule:

Construction NTP: September 2023

- Anticipated Substantial Completion: [January 2025](#)



# OPEN PROJECTS: CONSTRUCTION

## Interim Hubs, Phase 2

Improve lighting, landscaping and seating at interim hubs at Main Library and N.O. East Library

### Contracting:

Design: GoTech (downtown) Infinity (N.O. East)

Construction: TEH

### Project Budget:

Project: \$750,000

### Schedule:

Construction Start: 12/4/24

Construction Completion: January 2025 for downtown,  
March 2025 downtown mural  
Spring 2025 for N.O. East

### Status:

Demolition and concrete forming underway

Finalizing plan for plaza hardscape mural



### Board Action:

None currently

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## **OPEN PROJECTS: DESIGN**

### **Algiers Ferry Buildings Renovation**

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

#### **Contracting:**

Engineer: Batture

Contractor: TBD

Contracting Strategy: D/B/B

#### **Project Budget:**

Total: \$9,861,000 (80% grant funded)

#### **Schedule:**

Design NTP: **January 2024**

Construction Bid Release: January 2025

Construction Start: April 2025

Substantial Completion: April 2026

#### **Status:**

Construction drawings delivered; bid package in development



#### **Board Action:**

None currently



## OPEN PROJECTS: DESIGN

### Algiers Ferry Barges Modernization

Replace landing barges at Algiers Point and Lower Algiers with a new, standardized design for interoperability between ferry landing locations.

#### Contracting:

Engineer: Infinity Engineering (On-Call A&E)

Contractor: TBD

Contracting Strategy: D/B/B

#### Project Budget:

Total: \$13,670,000 (80% grant funded)

#### Schedule:

Design NTP: **November 2024**

Construction Bid Release: June 2025

Construction Start: August 2025

Substantial Completion: May 2026

#### Status:

Detailed design underway



#### Board Action:

None currently



## **OPEN PROJECTS: DESIGN**

### **Zero Emission Bus Pilot**

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

#### **Contracting:**

Engineer: Kimley Horn

Contractor: New Flyer

Contracting Strategy: Named partner (turnkey)

#### **Project Budget:**

Total: \$6,324,288 (77% grant funded)

#### **Schedule:**

NTP for Bus Procurement: [October 2024](#)

Infrastructure Design 100% complete: June 2025

Construction NTP: September 2025

Electric Bus Roll Out: Spring - Fall 2026 (awaiting detailed bus delivery schedule)

#### **Status:**

Initial infrastructure design work underway

Finalizing in-route charging site at N.O. East with stakeholders

[Issue updated PO to New Flyer](#)



#### **Board Action:**

None currently



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## OPEN PROJECTS: PROCUREMENT

Name	Number	Solicitation	Status	Budget
Carrollton Double Crossover Replacement	2019-FG-01	Installation of track	For re-bid 3 <sup>rd</sup> party review complete	\$2,000,000
Downtown Transit Center	2015-FA-01	100% Design	RFQ release in 01/2025	\$33 million (total project)
BRT East-West Bank Corridor	2021-FG-01	30% Design and environmental	RFQ release 02/2025	TBD TBD
Program Management Services (BRT + CIP)		PM/CM Support	In final review Release 01/2025	On-call



Plan/Study	Scope	Status	Budget	Funding Source
Universal Accessibility Study	Roadmap for access to all RTA services regardless of ability, implementation plan and evaluation framework	Started	\$250,000	Local (Operating)
Lo/No Implementation Planning	Evaluate program delivery options; develop future fleet facility plan	Started	\$180,000	Local (Operating)
Transit Stop Inventory Update & Assessment	Update transit stops inventory and ADA compliance; develop improvement program; monitor progress	For award in December	\$600,000	Local (Operating)
Fare Modernization Initiative Consultant	Update fare modernization plan; prepare RFP for technology; support implementation	RFQ responses being reviewed	\$876,000	FTA Grants (80%)



## GRANTS / FUNDING REQUEST

Grant Program	Funding Request	Status	Federal Amount Awarded	Scope Request
All Stations Accessible Program (ASAP)	\$5,600,000 FTA \$1,400,000 RTA	Awarded	Full amount	Design/construction of 41 ADA stations on streetcar routes
FY24 Lo/No Emission + Bus & Bus Facilities	\$31,670,000 FTA \$5,254,000 RTA	Not awarded	-	25 hybrid 40' buses Repairs + resilience improvements to ENO depot
Transit Oriented Development (TOD) Pilot Program	\$760,000 Fed \$190,000 RTA	Awarded	Full amount	Develop TOD land-use regulations, station area plans and opportunity sites along BRT
PROTECT	\$8,000,000 Fed \$2,000,000 RTA	Due 2/24	TBD	Better-bus stop and shelter buildout

# Questions?

Finance Committee Meeting





# ***Agenda***

## **9. Reconsiderations:**

Swiftly Contract award for Software Services

24-116

# AUGMENTING PERFORMANCE INSIGHT

Add value of Swiftly in addition to Clever Devices (CAD/AVL)

Finance Committee Meeting

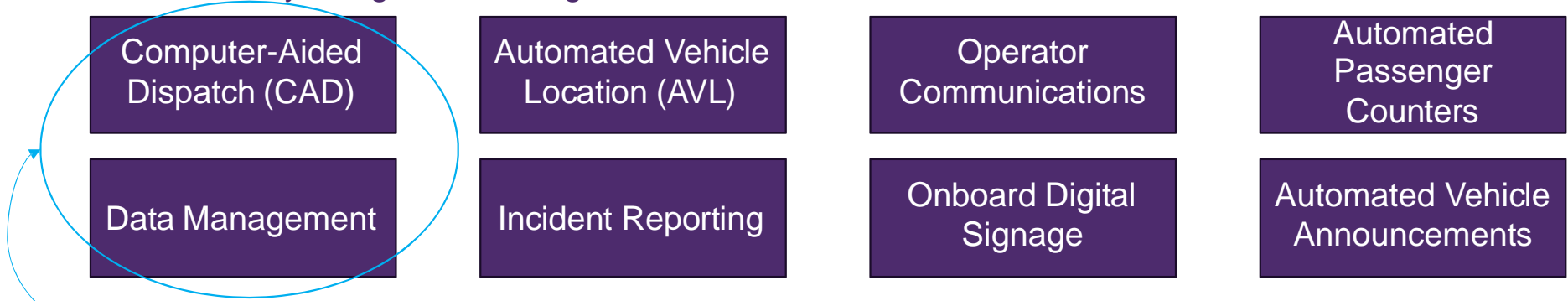


# CLEVER DEVICES OVERVIEW



A suite of software and hardware technologies that support transit operations, built around computer-aided dispatch and automated vehicle location (CAD/AVL).

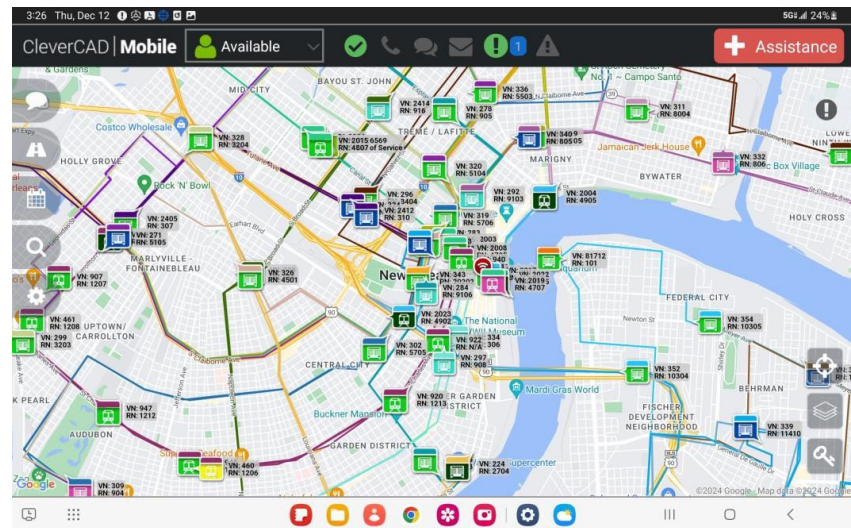
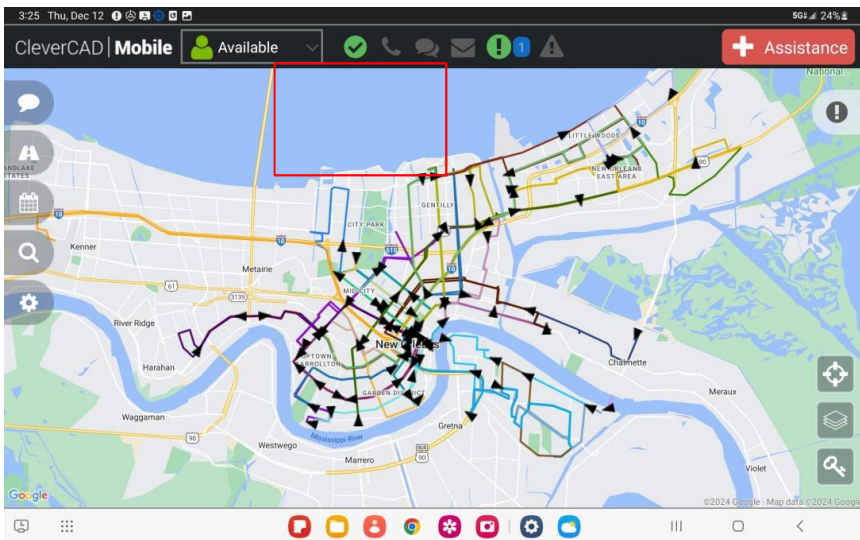
RTA Currently using the following modules:



RTA is proposing to use Swifly to enhance these components



# CAD MOBILE (IN-FIELD) SYSTEM VIEW

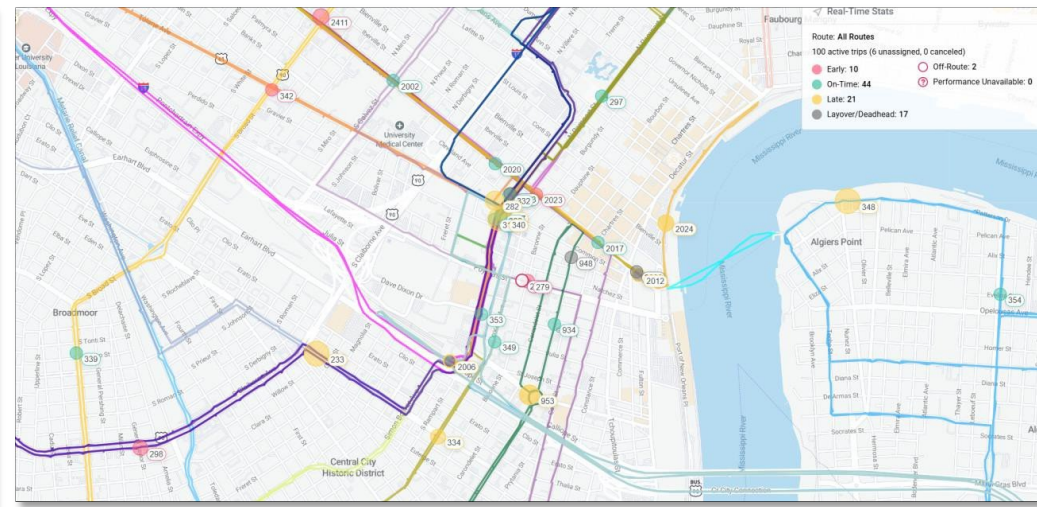
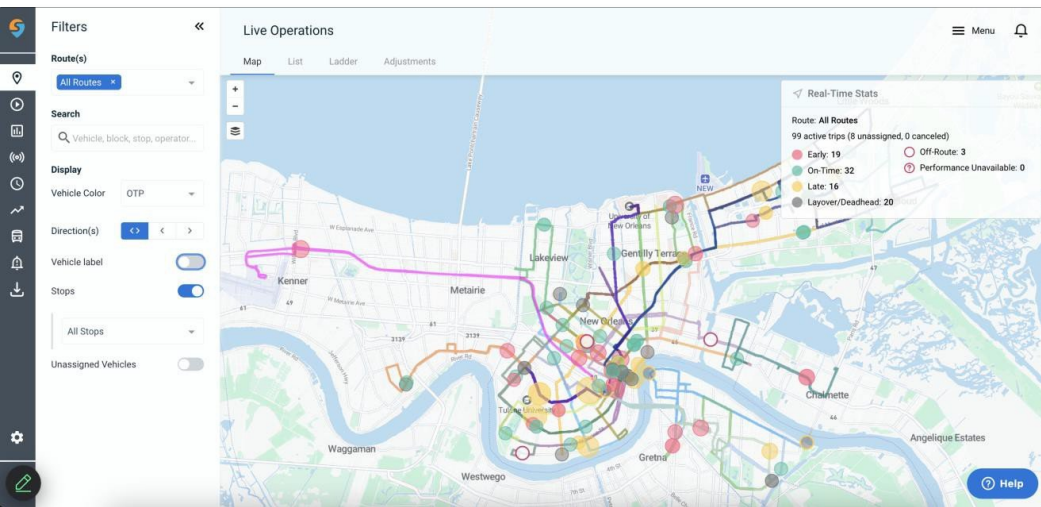


Lots of colors and action to remember, before making any decision.



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# CAD MOBILE (IN-FIELD) SYSTEM VIEW



Clean and easy to differentiate

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# COMPARE: INFORMATION LEGENDS

Understanding information in Clever is overly complicated for field use and active management



Legend

AVM	Emergency Alarm	Maintenance
Crowded	Loss of Communication	Supervisor
Emergency	Vehicle Fallback	Police
Layover	Mechanical Alarm	No Vehicle Supervisor
Normal	Invalid Position	Ferry
Off Route	Detour	Para Transit
Out of Service	Bus Bridge	People Mover
Powered Off	Rail	Handheld Radio
Schedule Early	Mobile Radio	
Schedule Late		
Unavailable		
	Non-Revenue	
	Dynamic Adjustments	
	Secondary Data Mode	
	Ghost Vehicle	
	Being Moved	
	Manually Moved	
	Flex Service	

Real-Time Stats

Route: All Routes

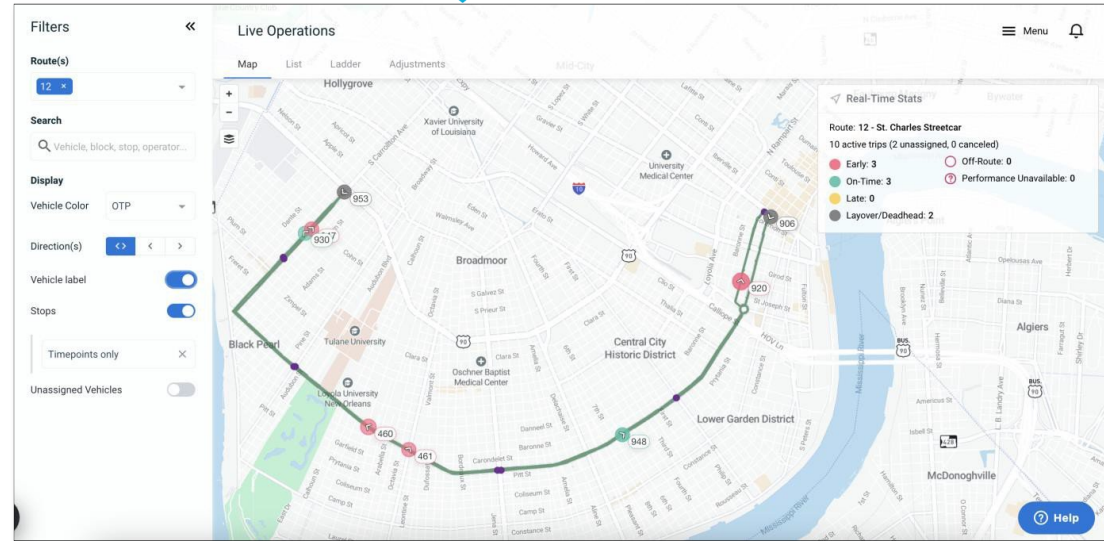
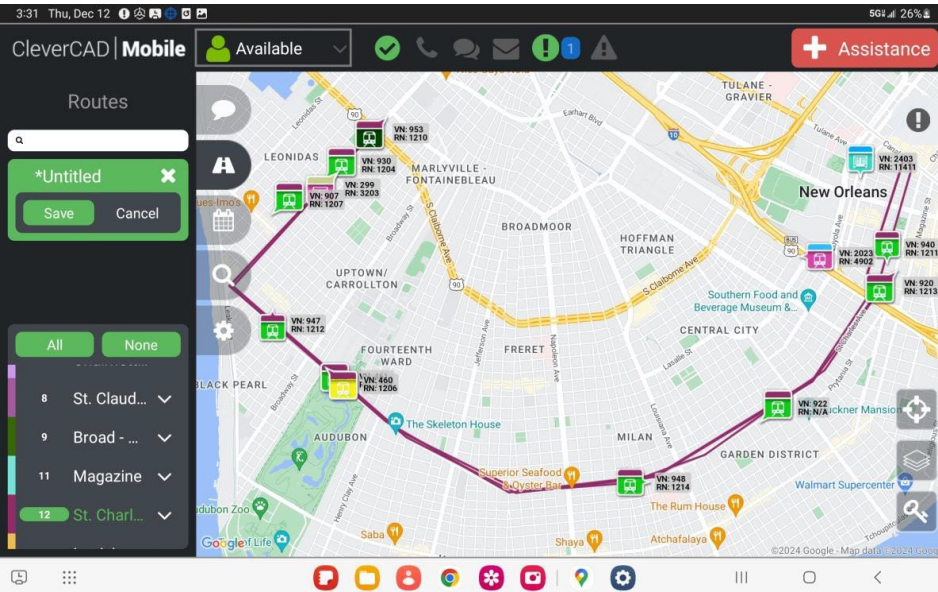
99 active trips (8 unassigned, 0 canceled)

Early: 19	Off-Route: 3
On-Time: 32	Performance Unavailable: 0
Late: 16	
Layover/Deadhead: 20	



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# COMPARE: SELECTED ROUTE VIEW



While selecting specific route, It also shows those vehicle, which are close to the routes and can be confusing while in field.

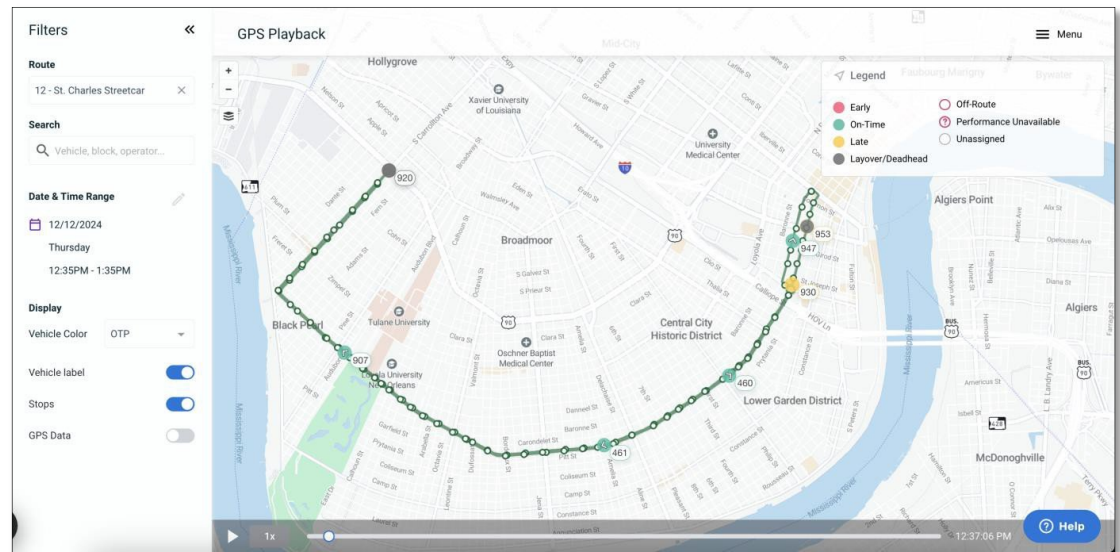
Only shows vehicle on selected routes  
Ability to view all stops or only timepoints



# COMPARE: ROUTE PLAYBACK



Limited ability to perform Playback



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# SWIFTLY ADDITIONAL FEATURES



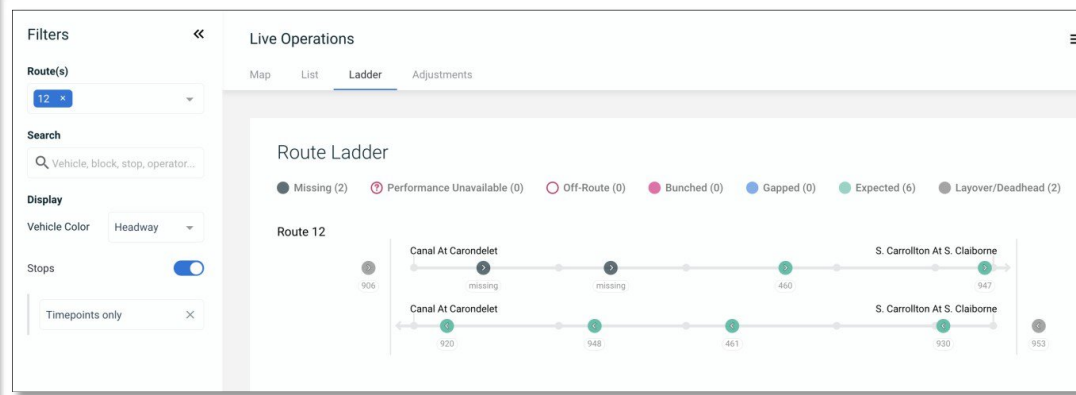
List view allows quick insight into trips that need priority attention

Latter view allows focus on route and which vehicles need to correct spacing to be on-time and undo bunching

Active Trips

All ● Missing (6) ○ Off-Route (1) ● Early (7) ● Late (23) ● On-Time (46) ● Layover/Deadhead (16)

Vehicle	Status	Start Time	Schedule Adherence	Headway Deviation	Route	Operator ID	Trip ID	Block ID	Run ID
-	Missing	15:38	-	-	91	-	1895080	491	-
-	Missing	15:45	-	-	46	-	3993080	246	-
-	Missing	15:45	-	-	46	-	2189080	146	-
299	Off-Route	15:10	-	-	32	-	6470080	232	3203
333	Early	15:31	-02:40m	-01:13m (17m   18m)	9	1413	6348080	29	906
322	Early	14:50	-02:01m	+02:24m (27m   25m)	62	1797	167080	562	6207
2411	Early	14:51	-01:56m	-07:52m (10m   18m)	9	-	6579080	59	N/A
301	Early	15:35	-01:47m	-	57	1778	2416080	357	904
279	Early	14:58	-01:39m	-04:06m (30m   34m)	11	1478	235080	311	908
2002	Early	15:16	-01:22m	-02:32m (19m   22m)	47	706	2449080	347	4708
308	Early	15:19	-01:08m	-14:41m (23m   37m)	80	1634	6581080	280	8004
293	Late	15:00	+20:14m	+04:22m (22m   18m)	8	1954	1768080	18	805
2409	Late	14:31	+20:00m	+13:24m (53m   40m)	114B	1519	3406080	2114B	11411
2405	Late	14:21	+18:41m	-17:01m (3m   20m)	9	1977	1479080	79	914
348	Late	14:45	+18:23m	+07:44m (58m   50m)	103	1946	2727080	2103	10306



# COMPARE: OTP REPORTING



5+ day delay in reports; static; access to reports is limited

RTA-1.0-OTP Overall

On Time	Early	Late	Timepoints Processed	Min Date	Max Date
76.0%	9.4%	14.6%	269,181	11/1/24	11/30/24

RTA-1.1-OTP Overall by Mode -V2

On Time	Early	Late	Timepoints Processed	Min Date	Max Date
75.9%	8.8%	15.2%	213,301	11/1/24	11/30/24

Streetcar

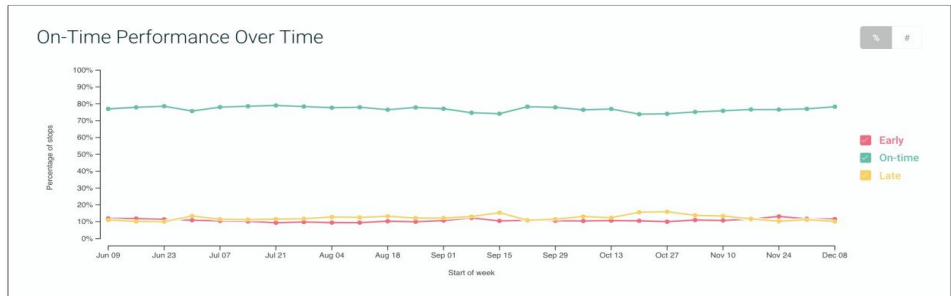
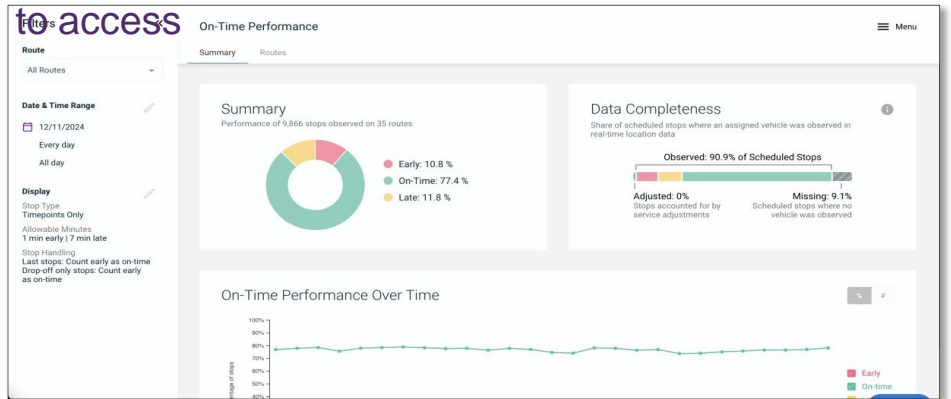
On Time	Early	Late	Timepoints Processed	Min Date	Max Date
76.2%	11.6%	12.2%	55,880	11/1/24	11/30/24

RTA-1.2-OTP Overall by Schedule Type

Schedule Type	On Time	Early	Late	Timepoints Processed	Day Count	Date	Max Date
Weekday	76.7%	9.3%	14.0%	137,647	15	11/4/24	11/27/24
Saturday	74.6%	8.7%	16.6%	52,219	6	11/2/24	11/30/24
Sunday/Holiday	77.1%	11.4%	11.5%	42,837	5	11/3/24	11/28/24
Schedule-08	74.0%	8.4%	17.6%	36,478	4	11/1/24	11/22/24



Real-time, dynamic and easy to drill-down to identify root causes; easy for all team members



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# FEATURE COMPARISON SUMMARY

Features	CleverCAD Mobile	Swiftly
Platform	Application Based Only supports on Android	Web-Based Runs on any browser
Live Operations	Yes	Yes
Map View	Yes	Yes
Incident Management	Yes	No
Communicate with vehicle	Yes	No
Route Ladder/List Views	No	Yes
Route Playback	Limited	Yes
OTP Reporting	Static, 3-5 day delay	Real-time
Easy to use in Field	No	Yes
Operator-based Reporting	No	Yes



# Questions?

Finance Committee Meeting





# Agenda

## 10. Procurements

### A. Authorizations:

Cooperative Endeavor Agreement with GNO Inc. for Shelter Improvement Funding 24-141

Third-Party Administrator of Automobile/General Liability and Workers' Compensation Claims 24-147

Changes to the Office of Internal Audit and Compliance's Internal Audit Charter 24-150

### B. Grants:

FY25 PROTECT Grand Resilience Improvement Application/Bus Shelter Installations 24-143





# *Agenda*

## **11. New Business**



# ***Agenda***

## **12. Audience Questions & Comments**



# ***Agenda***

## **13. Adjournment**