



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority
Board of Commissioners
Meeting Agenda - Final

Tuesday, May 28, 2024

10:00 AM

RTA Board Room

The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, May 28, 2024 at 10:00 a.m. Meetings start at the scheduled time, but may be delayed until a quorum of the Commissioners is present. The agency's website will stream the in-person meeting live, and wearing masks in the boardroom is optional.

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

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

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

[Board of Commissioners Meeting Minutes - April 23, 2024]

[24-046](#)

4. Reports

A. RTA Chairman's Report

B. Operations & Administration Committee Chairman's Report

C. Finance Committee Chairman's Report

- D. Jefferson Parish Report
- E. RTA General Counsel's Report
- F. RTA Chief Executive Officer's Report
- G. Chief of Staff Legislative Update
- H. Operations Update
- I. RTA Chief Financial Officer's Report

5. Authorizations

- Algiers Ferry Barges Replacement Project [23-219](#)
- FY 2024 Dell Marketing LP - Desktop Computer Replacement [24-014](#)
- Purchase Para/Support Vehicle Wrecker [24-015](#)
- Canal Streetcar Axle Repairs [24-030](#)
- Thomas Jefferson (TJ) Drydocking & Maintenance [24-036](#)
- Various RTA Insurance Coverages 2024-2025 [24-038](#)

6. Amendments

- Amendment 10 to the CEA between DOTD and RTA to revise Exhibit K [24-031](#)
- Authorization to Extend Transit Security Month-to-Month Services with Security Experts and Leaders (SEAL) [24-033](#)
- Addendum that is continuing in form and substance of the Third-Party Administrator ("TPA") Contract with Hammerman and Gainer, Inc. ("HGI") [24-039](#)

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

8. Audience Questions and Comments

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

O.E. By and Through His Parents versus New Orleans Regional Transit Authority
United States District Court for the Eastern District of Louisiana
No.: 2023-2578, Section: "G" - 4

Ernest N. Morial Convention Center versus New Orleans Regional Transit Authority
Civil District Court for the Parish of Orleans
No.: 2021-04470, Div. "J" - 15

BRC Construction Group, LLC versus New Orleans Regional Transit Authority
Civil District Court for the Parish of Orleans
No.: 2024-0335, Div. "F"- 5

10. Adjournment

[05.28.24 Board Meeting PowerPoint Presentation]

[24-052](#)



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 24-046

Board of Commissioners

[Board of Commissioners Meeting Minutes - April 23, 2024]



2817 Canal Street
New Orleans, LA 70119

New Orleans Regional Transit Authority Board of Commissioners

Meeting Minutes - Draft

Tuesday, April 23, 2024

10:00 AM

RTA Board Room

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1. Call to Order

2. Roll Call

Commissioners Present: Commissioner Raymond, Commissioner Cisco, Commissioner Daniels, Commissioner Hurley, Commissioner Neal, Commissioner Richard, and Commissioner Walton

Commissioner Absent: Commissioner Sams

Present: Chairman Mark Raymond, Commissioner Fred Neal, Vice-Chairman Art Walton, Flozell Daniels, Toni Hurley, Colin Cisco, and Brad Richard

Absent: Commissioner Timolyn Sams

3. Consideration of Meeting Minutes

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

Aye: Chairman Raymond, Commissioner Neal, Vice-Chairman Walton, Commissioner Sams, Daniels, Hurley, Cisco, and Richard

Absent:

[Board of Commissioners Meeting Minutes - February 27, 2024]

[24-025](#)

Commissioner Neal moved and Commissioner Walton seconded to approve the Board Meeting Minutes from February 27, 2024. The motion was approved unanimously.

4. RTA Chairman's Report

A. Swearing in of Commissioners

Judge Kern Reese sworn in Commissioners Colin Cisco, Commissioner Flozell Daniels, Commissioner Toni Hurley, and Commissioner Brad Richard.

B. Assignment of Committees

Executive Committee:

Arthur Walton, Chairman
Mark Raymond
Fred Neal
Toni Hurley

Finance Committee:

Arthur Walton, Chairman
Flozell Daniels
Toni Hurley
Colin Cisco

Operations and Administration Committee:

Fred Neal Chairman
Timolynn Sams
Brad Richard
Colin Cisco

5. Reports

A. Operations & Administration Committee Chairman's Report

No Report.

B. Finance Committee Chairman's Report

No Report.

C. Jefferson Parish Report

No Report.

D. RTA General Counsel's Report

Sundiata Haley stated that his report will be handled in Executive Session.

E. RTA Chief Executive Officer's Report

According to Lona Hankins, the RTA recognized the operators and mechanics on March 18, 2024, which was designated as "National Transit Employee Appreciation" day. Additionally, it was revealed that on Transit Day in Baton Rouge, all administrative staff members were recognized and the RTA also celebrated "Women in Transit" this month. Lona also welcomed back Justin Cayless to the RTA as the new Chief Transit Officer.

The following employees were recognized for their service along with Operator Rose Broke who observed a youngster wondering on the I-10 Service Road at around 3:45 a.m. on April 16, 2024. She reported the incident to the authorities and waited for them to arrive ensuring the child's safety.

Employee of the Month - February

Jessica James - Paratransit

Gary Edwards - Maintenance

Employee of the Month - March

Treva Bulter - Operator

Anthony Jordon - Maintenance

Tyren Snyder - Administrative - Employee of the Quarter

The Commissioners were shown images from the "Birth of a Bus" along with the RTA's most current marketing campaign. The Rampart Streetcar line's return to service date of May 15, 2024 was declared, and there was an update on Super Bowl preparations.

F. Chief of Staff Legislative Update

According to Lona Hankins, the organization applied for a grant to buy FY24 Lo/No Vehicles and make upgrades to the ENO Facility so that these buses may be used. The Algiers Terminal project's design is now undergoing community participation, and the TJ ferry's dry docking is planned.

It was reported that HB544 and HB760 have moved out of the house and are now going before the Senate. Also, there are a host of bills that was going to affect the unions and that the union officials had their own lobbyist in Baton Rouge. USDOT Secretary Carlos Monje, Jr. joined Lona on a tour of the Canal Street Ferry and the UPT. And, Commissioner Neal stated that on April 5, 2024, the Urban Planners, from

the University of New Orleans did an RTA Day and did a tour of the Carrollton Facility.

G. Operations Update

Justin Cayless gave the Operations Update. This report can be found in the Board of Commissioners PowerPoint Report dated April 23, 2024.

Regarding On-Time Performance, Justin reported that construction, detours, accidents and heavy ridership and when the passengers are paying with cash, these are all the things that can affect service. Commissioner Neal requested that when additional service is used for festivals, please show those additional lines on the app. Justin reported that the Ferry Service will be maintained for Jazz Fest.

H. RTA Chief Financial Officer's Report

Gizelle Banks gave the RTA Chief Financial Officer's Report. This report can be found in the Board of Commissioners PowerPoint dated April 23, 2024 under RTA Chief Financial Officer's Report.

Gizelle Banks reported that the Farebox recovery rate was down after COVID about 8% and some numbers has changed, because some people are returning to work and forecasting is difficult in the city due to all the festivals. It was also reported that team was working on the NTD Report, the External Audit has begun, and HR Consultants were working with staff. The RTA went live with the Oracle System in October 2023, and certain software still needs to be integrated into the system. Staff are now trying to make sure that the Oracle System was user friendly.

6. Authorizations

FY 2024 Trapeze Support

[24-013](#)

Commissioner Daniels moved and Commissioner Neal seconded to adopt the FY2024 Trapeze Support. Resolution No. 24-012 was adopted unanimously.

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

Aye: Chairman Raymond, Commissioner Neal, Vice-Chairman Walton, Daniels, Hurley, Cisco, and Richard

Absent: Commissioner Sams
Enactment No: 24-012

Oracle SaaS Annual Subscription

[24-016](#)

In response to Commissioner Daniels, Gizelle Banks reported that Mythics, Inc. provides the RTA with Customer Service, and the RTA is satisfied with the

service.

In response to Commissioner Walton, Ronald Baptist reported that the \$721,000 was for 2 years.

Commissioner Walton moved and Commissioner Neal seconded to adopt the Oracle SaaS Annual Subscription. Resolution No. 24-013 was adopted unanimously.

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

Aye: Chairman Raymond, Commissioner Neal, Vice-Chairman Walton, Daniels, Hurley , Cisco, and Richard

Absent: Commissioner Sams
Enactment No: 24-013

Paratransit Buses

[24-021](#)

Commissioner Walton moved and Commissioner Daniels seconded to defer Paratransit Buses. The motion was approved unanimously.

A motion was made by Vice-Chairman Walton, seconded by Daniels and tabled. The motion carried by the following vote:

Aye: Chairman Raymond, Commissioner Neal, Vice-Chairman Walton, Daniels, Hurley , Cisco, and Richard

Absent: Commissioner Sams

Website Services

[24-022](#)

Commissioner Neal moved and Commissioner Daniels seconded to adopt the Website Services. Resolution No. 24-015 was adopted unanimously.

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

Aye: Chairman Raymond, Commissioner Neal, Vice-Chairman Walton, Daniels, Hurley , Cisco, and Richard

Absent: Commissioner Sams
Enactment No: 24-015

FY24 Lo/No Vehicles - Bus Facilities FTA Grant Application

[24-026](#)

Lona Hankins reported that one of the challenges that the industry is facing is that there are only 2 bus manufacturers in the United States and the FTA mandates that the agency Buy America and different States are requiring electric buses so everyone is trying to purchase electric buses.

In response to Commissioner Neal, Dwight Norton reported that the Grant is due

to the FTA tomorrow.

In response to Commissioner Daniels, Ryan Moser reported that there will be fewer labor hours with the electrical buses and Lona Hankins reported that the manufacturer will come in and train the mechanics to work on the buses.

In response to Commissioner Raymond, Dwight Norton reported that the RTA was awarded \$101 Million in grant monies.

Commissioner Daniels moved and Commissioner Neal seconded to adopt the FY24 Lo/No Vehicles - Bus Facilities FTA Grant Application. Resolution No. 24-016 was adopted unanimously.

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

Aye: Chairman Raymond, Commissioner Neal, Vice-Chairman Walton, Daniels, Hurley, Cisco, and Richard

Absent: Commissioner Sams
Enactment No: 24-016

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)

Yolanda Rodriguez stated that the following will be added to Executive Session:

Mandamus Procedure Lawsuit BRC Construction Group, LLC vs. Regional Transit Authority
Civil District Court 2024-0335 Division F-14.

Commissioner Daniels moved and Commissioner Neal seconded to approve the item to Executive Session. The motion was approved unanimously.

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

Aye: Chairman Raymond, Commissioner Neal, Vice-Chairman Walton, Daniels, Hurley, Cisco, and Richard

Absent: Commissioner Sams

8. Audience Questions and Comments

Alan Drake stated that the RTA should not have taken over the Chalmette Ferry Service and should stop supporting the Ferry because the majority of the vehicles using the Ferry are not from Orleans Parish but from other surrounding parishes.

Jim Goodwin wanted to know RTA's strategy for Transportation Day at the Capital, and he was going to attend and he will be asking about Ferry Funding, and during the French Quarter Fest the Ferry Service was excellent.

Shirani Jayasuriya distrusted rider feedback to the Board. At the April's RAC Meeting RTA

was asked to create a Communications Policy to ensure that riders have real time, up to date information when navigating the system. The policy should outline how this information would be shared with the riders. She also mentioned that Ride hosted a Ride-A-Long with 15 youths. The youths were asked to ride the system using the App and Rideline for information. Due to a lack of signage, they could not find the 57 Bus Route Stop and the App did not show the 10:48 am bus and Rideline stated that this bus was not available, but the bus did show up. On the return trip the group was going to take the 91 Bus Route, but that bus disappeared from the App and the group had to walk to the 8 Bus Route Line, where they had to transfer and walk further to reach the groups destination. She stated that the RTA needed to make sure that the correct information was on the App and that Rideline has the correct information.

Kory Dupree stated that he was glad to hear that the new buses will be arriving this summer. The community is suffering and they take their frustration on the operators. The RTA have more security on the buses for the operators. The operators are still having issues with the grievance process. Legislative Bill 544 was passed and Legislative Bill 919 was trying to bust the Union.

Deon White stated that he was an ex-employee and was arrested and wrongly sent to jail while on the job He still does not have his job and he does not understand why he was arrested and treated so bad. This happened to him 2 years ago and he still has not gotten any answers from the RTA. He has never had a criminal record and this experience has traumatized him.

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

Commissioner Richard moved and Commissioner Hurley seconded to reconsider Mandamus Procedure Lawsuit BRC Construction Group, LLC vs. Regional Transit Authority Civil District Court 2024-0335 Division F-14 this motion was originally added to New Business. The Motion to reconsider was approved unanimously.

Yolanda Rodriguez stated that the following will be added to Executive Session

Mandamus Procedure Lawsuit BRC Construction Group, LLC vs. Regional Transit Authority Civil District Court 2024-0335 Division F-14

The audience was given the opportunity to make comments at this time. There were no comments from the audience and this item was added to the agenda.

Commissioner Neal moved and Commissioner Daniels seconded to approve Mandamus Procedure Lawsuit BRC Construction Group, LLC vs. Regional Transit Authority Civil District Court 2024-0335 Division F-14 to Executive Session. The motion was approved unanimously.

Commissioner Daniels moved and Commissioner Walton seconded to go into Executive Session for Ernest N. Morial Exhibition Hall Authority vs. Regional Transit Authority Civil District Court No 2021-04470, Division "J-15" and

Mandamus Procedure Lawsuit BRC Construction Group, LLC vs. Regional Transit Authority
Civil District Court 2024-0335 Division F-14.

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

A motion was made by Daniels, seconded by Vice-Chairman Walton and amended. The motion carried by the following vote:

Aye: Chairman Raymond, Commissioner Neal, Vice-Chairman Walton, Daniels, Hurley , Cisco, and Richard
Absent: Commissioner Sams

Ernest N. Morial Exhibition Hall Authority v. Regional Transit Authority Civil District Court No. 2021-04470, Division "J-15"

10. Adjournment

Commissioner Daniels moved and Commissioner Walton seconded to adjourn the Board of Commissioners Meeting dated April 23, 2024. The motion was approved unanimously.

[PowerPoint 04.23.24]

[24-037](#)



Board Report and Staff Summary

File #: 23-219

Board of Commissioners

Algiers Ferry Barges Replacement Project

DESCRIPTION: : Requesting Board authorization to award the task order for design to Infinity Engineering and negotiate fee	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 issue a Notice to Proceed with Infinity Engineering, a Certified DBE/SLDBE contracted as part of the on-call Architecture and Engineering pool, to complete preliminary and final design for ferry barges at the Algiers Point and Lower Algiers Ferry Terminals for an amount not to exceed \$1,365,265.56.

ISSUE/BACKGROUND:

The landing barges at the Algiers Point Ferry Terminal and the Lower Algiers Terminal are both at the end of their useful life. Each of these facilities provides a unique and distinct purpose to the agency's ferry system, which provides essential connections to the region's residents. In 2022, RTA received two grant awards from the Federal Transit Administration (FTA) Passenger Ferry Grant Program to replace each of these barges to ensure reliable service for these ferry routes. The RTA's intent is for the final design of the new barges to be a "universal barge concept" capable of serving multiple locations. The Barges Replacement Project - Design Phase will complete the design component of the barge replacement project. This is aligned with the Agency's *Strategic Mobility Plan-World-Class Rider Experience* goal.

DISCUSSION:

The Barges Replacement Project *will* deliver the following:

- Design of new barges to replace existing barges at Algiers Point and Lower Algiers Terminals. This includes preliminary design documentation, specifications and cost estimates at 30%, 60% and 90% design for RTA's review and approval, as well as final design documentation, including specifications and cost estimates. This phase is estimated to start in May 2024 and complete in April 2025
- Construction Support Services for Barge Replacement Construction activities. These activities are estimated from May 2025 to July 2026.

FINANCIAL IMPACT:

The project is funded by LA2022-030 and LA2022-006 grants. The total project amount (including design and construction) is not to exceed \$13,670,000; the federal share is \$10,936,000 and the local share is \$2,734,000. The design portion of this project, to be completed by Infinity, is not to exceed \$1,365,265.56. This fee was found to be reasonable and inline with standard fee estimates using the State of Louisiana Design Fee Calculator (see attachment 5). This fee will require a budget revision to grant LA2022-006 for moving \$134,625 of the federal share from contingency to engineering/design require that requires FTA approval - these are fairly common requests as budgets are refined as the project advances from initial planning stage to contracting. A total of \$1.56 million, or 11%, of budget will still be available for contingency during the construction phase.

NEXT STEPS:

Staff will finalize the agreed-upon fee, issue the Notice-to-Proceed to Infinity Engineering, and kick off the project with all project stakeholders

ATTACHMENTS:

1. Resolution
2. Request for Technical Proposal (RTP) 23-03 - sent to on-call A&E vendors only
3. Infinity Engineering RTP Proposal
4. Infinity Engineering - Fee Estimate
5. Change Order #203 Approval

Prepared By: Joanna Farley, jfarley@rtaforward.org
Title: Senior Transportation Planner

Reviewed By: Dwight Norton, dnorton@rtaforward.org <<mailto:dnorton@rtaforward.org>>
Title: Chief Planning and Capital Project Officer

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



Lona Edwards Hankins
Chief Executive Officer

4/30/2024

Date

New Orleans Regional Transit Authority
Request for Technical Proposals (RTP)

RTP # 2023-02

Project Name: Algiers Ferry Barges Replacement

Project #: 2022-MA-01

Project Type: Marine

To: All firms pre-qualified through RTA RFQ #2020-035

1. RTP Submission Timeline

Issue Date: August 4, 2023

Advance Questions Deadline: August 16, 2023

Responses to All Questions Posted: August 23, 2023

Deadline for Proposals: September 1, 2023 by 5pm CST

Submit proposals to jfarley@rtaforward.org (see Section 6 for proposal requirements)

Contract Intent Award Notification: October 6, 2023

2. Overview

The New Orleans Regional Transit Authority (RTA) is soliciting proposals from firms pre-qualified through RTA's Request for Qualifications #2020-035 for On-Call Architecture and Engineering Services. RTA is issuing this Request for Technical Proposals (RTP) to a pre-qualified consultant pool per the Task Order assignment process to better assess expertise and qualifications for the following scope of services to provide design and engineering services for the replacement of landing barges for the Algiers Point and Lower Algiers Ferry Terminals. Consultant teams who are comfortable and qualified leading a project in the 'Marine' category are encouraged to apply. The terms and conditions of RFQ #2020-035 shall apply to all proposals submitted under this RTP. In addition, the representations in the responses made by the firms prequalified under RFQ #2020-035 are assumed to apply to this process unless firms notify RTA, in writing, and through proposals, of any possible relevant changes affecting prequalification eligibility such as ownership or staffing. RTA may request additional information it considers necessary to determine firm eligibility for continuing prequalification status.

3. Background

The landing barges at the Algiers Point Ferry Terminal and the Lower Algiers Terminal are both at the end of their useful life. Each of these facilities provides a unique and distinct purpose to the agency's ferry system, which provides essential connections to the region's residents. In 2022, RTA received two grant awards from the Federal Transit Administration (FTA) Passenger Ferry Grant Program to replace each of these barges to ensure reliable service for these ferry routes. This RTP will identify a firm with expertise in Marine Engineering to complete these activities.

The Lower Algiers Ferry Terminal is located at 7320 Patterson Road, New Orleans, LA 70114. The current landing barge was installed in 1983 and is now 39 years old. The Lower Algiers Ferry is a car ferry servicing Lower Algiers to Chalmette, LA.

The Algiers Point Ferry Terminal is located at 101 Morgan Street, New Orleans, LA 70114. The current barge was installed in 1980 and is now 42 years old. The Algiers ferry services, which was recently converted from a car ferry to a pedestrian-only ferry, is provided from the foot of Canal Street to the Algiers Ferry Terminal across the Mississippi River.

4. Purpose of this Request for Technical Proposals

The RTA is issuing this RTP to identify pre-qualified architecture and engineering firms to provide naval architecture and marine engineering services required for preparation of construction documents needed for solicitation to qualified companies.

The RTA's intent is for the final design of the new barges to be a "universal barge concept" capable of serving multiple locations. Therefore, the selected consultant shall take into consideration, amongst other criteria, the interchangeability between the two barge locations, as well as all of other agency's locations, with the capability to support both pedestrian only and vehicular-passenger ridership, providing for a platform from which maintenance can be conducted and other operational support to the ferries, including reassigning the barges to other agency locations in order to ensure continuation of ferry services, amongst other benefits of said concept.

This includes:

- Design of new barges to replace existing barges at Algiers Point and Lower Algiers Terminals
- Construction Support Services for Barge Replacement Construction activities

5. Scope of Services

Total Project Budget: \$13,610,741

Desired Start Date: November 1, 2023

Estimated Contract Length: 18 months (not to exceed 6 months for design, and the duration of the construction activities, estimated at an additional 12 months)

Actual contract period may vary, depending upon service and project needs.

The scope of services for this project includes a design phase and a construction phase, as described below.

Design Phase:

The consultant shall review the existing landing barge plans for new Canal Street Ferry Terminal Barge (IEC Project No. 17-076) and for the existing Chalmette Ferry Terminal Barge (State Project No. H.010721.5) and conduct a full and thorough analysis of the conformance of the plans to the current version of the American Bureau of Shipping – Rules for Building and Classing Steel Barges, hereafter referred to as *ABS specifications for barge building*. The consultant shall also take into account other operational considerations such as, the unique vessel specifications of each vessel within the existing fleet of NORTA's inventory and potential new ferries, to include the historical pedestrian and vehicular ridership and the current or future individual ferry route schedules, and barges may serve as a mooring location for ferries during extreme weather events. (i.e. tropical storm/hurricane)

The existing plans for the barge will be provided for informational purposes. The consultant shall redraw the barge plans and implement all modifications necessary to ensure the newly constructed barges will meet all current ABS barge building requirements.

The consultant shall also observe major modifications which have been made to the barge since they were originally constructed and capture all necessary modifications in the new plans. Such modifications shall include, but may not be limited to, the mooring attachments, all barge bumper types, push knees, tower supports, on-board storage, external fuel tank, sewage tank, ballast pump system, electrical and lighting requirements, security surveillance equipment, and any necessary ramp modifications. To also include improvement to barges and systems accessibility during operation, maintenance, and or repair, and minimize required preventative maintenance. All modifications that are selected for inclusion into the new design shall meet current ABS specifications for barge building.

The consultant shall also consult with the RTA designated personnel to consider proposed alterations to the existing design for better functionality of the barges and implement the modifications into the final design. The Consultant shall further propose for RTA's consideration any alterations to the existing design which they believe may enhance the final design or that may provide savings to either the final construction cost or costs to operate the new barges.

*Note: While the final design, plans and specifications shall meet ABS requirements RTA will not be seeking ABS Inspection & Certification nor will RTA be seeking the barges to be USCG inspected. All applicable Federal, State, and local regulations shall be met, including but not limited to the Maritime Transportation Security Act and National Fire Protection Association code.

Construction Phase:

When RTA proceeds with construction of the new barges, the Consultant shall assist with the construction administration portion of the project. The Consultant shall coordinate with the Contractor, RTA Representatives, USCG and other Regulators as necessary to deliver two fully constructed operational barges. These activities will include but may not be limited to the following:

1. Review and approve all shop drawings as required
2. Provide general supervision of the construction activities conducted by the awarded contractor.
3. Provide weekly progress reports based on field observations
4. Attend all final commissioning activities of the barge.
5. Respond to requests for Architectural Supplemental Instruction (ASI) and Request for Information

Project Deliverables and Additional Information

- **Design Phase:**
 - The Consultant shall draft and provide a set of preliminary plans at 30% 60%, and 90% for review and consideration by RTA. Additionally, draft specifications and construction cost estimate shall be provided with 30%, 60% and 90% plans for review and consideration by RTA. All submittals shall include a summary letter detailing all of this and any other considerations RTA should be aware of.
 - Following the RTA's acceptance of the 90% plans and draft specifications, the Consultant shall prepare and provide a set of final plans and specifications, construction cost estimate, estimated time for construction and a summary letter detailing all of this and any other considerations RTA should be aware.

- **Construction Phase:**
 - Construction support services, as described in the scope of work above.

6. Proposal Requirements

Interested applicants must provide RTA with the following information and responses to questions stated below. RTA reserves the right to reject all bids. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Respondent, then RTA, in its sole discretion, may terminate negotiations and reissue a Request for Quote, a Request for Qualifications, Request for Technical Proposals, or a Request for Proposals or it may determine that no project will be pursued.

Contractor Information (1 page)

- Contractor Name
- Contractor Address
- Name of Contact Person
- Contact Phone Number
- Contact Email Address
- Date Submitted to RTA

Project Understanding (maximum of 1 page)

Outline objectives of the project, project scope, significant opportunities and constraints and key issues.

Experience (maximum of 2 pages)

- Reference projects from submitted qualifications that demonstrate experience relevant to developing programming for transfer hubs
- List any additional projects considered relevant to this scope of work

Project Team (maximum of 2 pages)

- Describe the staffing structure proposed for services under this RTP
- Provide narrative information on the proposed project roles and responsibilities and qualifications of project principals and key staff members, including subcontractor staff.
 - You may propose team members not listed in the prequalification application. Changes to the staffing should be reflected in the current proposal document. For staff not included in the prequalification application, please also include:
 - A written assurance that all individuals not listed in the pre-qualification application and identified on the current RTP will be performing the work and will not be substituted with other personnel or reassigned to another project without RTA's prior approval.
 - A resume for each new staff person (page limit of 2 pages per staff person. These pages do not count towards 2 page section limit).

Proposed Project Plan (maximum of 5 pages)

Using the Background, Scope of Services and Project Deliverable sections above as a guide, propose a project plan, which details your proposed project approach. The proposed project plan will be subject to review and adjustment by RTA during the initial phase of evaluation. Include what provisions are identified for dealing with potential impacts, impediments, or conflicts.

Hourly Billing Rates

Firms should also submit:

- Hourly billing rates for permanent staff by project role (e.g. Project Manager, Analyst)
- For subcontractors, name of subcontractor and/or subcontractor firm, hourly billing rates by project role (e.g. Project Manager, Analyst). SUBCONTRACTORS MUST BE A PART OF THE TEAM ORIGINALLY SUBMITTED IN CONTRACTOR'S PROPOSAL FOR RFQ #2020-035, UNLESS CHANGES PREVIOUSLY APPROVED BY RTA IN WRITING.

Proposal and any questions regarding this RTP should be submitted to Joanna Farley jfarley@rtaforward.org.

7. Selection Criteria

Narrative responses to the Experience, Proposed Staff Qualifications and Proposed Project Plan prompts above will be reviewed and scored. Point allocations per prompt are as follows:

50% - Firm's demonstrated experience within the Marine Engineering category of work

50% - Firm's approach to meet the needs and deliverables described



Algiers Ferry Barges Replacement RTP# 2023-02

Infinity Engineering Consultants, LLC.
4001 Division Street, Metairie, LA 70002
Raoul V. Chauvin, III, P.E. - Principal Partner
504.304.0548 | rchauvin@infinityec.com

Submitted:
September 1st 2023

Infinity Engineering Consultants, LLC is thrilled to present our comprehensive proposal for the Algiers Ferry and Lower Algiers Ferry barge replacement project. As the RTA embarks on the modernization of travel within our New Orleans communities, the Infinity team recognizes the paramount importance of replacing the Algiers and Lower Algiers Ferry barges. While not as visually exciting as the renovation of the ferry terminal building, the replacement of the Algiers Ferry barges is a vital component in guaranteeing the safety and reliability for all RTA's passengers.

Dating back to 1827, the Canal Street Ferry has been a steadfast link within the Greater New Orleans community, facilitating seamless pedestrian and vehicle transportation across the Mississippi River. Installed in the early 1980s, the Lower Algiers Ferry Terminal and Algiers Point Ferry have reached the end of their operational lifespans, necessitating their replacement to ensure the continued operation of these essential ferry routes.

The RTA's vision extends beyond mere replacement, aspiring to introduce a "universal barge concept" through the final design. This concept, infused with versatility and adaptability, is intended to serve multiple locations and cater to various functionalities—be it pedestrian-only or vehicular-passenger ridership.

Infinity is submitting our vision for both the Algiers Point Ferry Terminal and Barges proposals. Drawing on our successful completion of the RTA's Canal Street Ferry Terminal project, we possess firsthand experience in collaborating with naval architects to design temporary and permanent loading barges, all while ensuring continuous ferry service and building a new terminal building. With this accomplished precedent, Infinity remains poised to deliver the same uninterrupted service excellence in the Algiers Ferry Barges replacement endeavor. We appreciate you taking the time to become acquainted with Infinity's vision for the replacement of the Algiers Ferry Barges. Should any questions arise, feel free to reach out without hesitation.



Infinity Engineering conducted a comprehensive analysis of the New Orleans RTA Algiers Ferry Barges Replacement project's needs and objectives. We understand the primary goal is to replace the current Algiers Point Ferry Terminal and the Lower Algiers Terminal barges with newly designed versatile and interchangeable barges.

The envisioned final design of these new barges embodies a "universal barge concept," designed to seamlessly serve multiple locations within the RTA's network. This concept is not only versatile but also adaptable, accommodating both pedestrian-only and vehicular-passenger ridership. It supports maintenance operations and ensures operational readiness for the ferries, all while allowing for the reassignment of the barges to other agency locations when needed, ensuring the continuity of ferry services and associated benefits. This multifaceted endeavor comprises several key aspects:

Design of Two New Barges: The selected consultant will be tasked with designing replacement barges for both the Algiers Point and Lower Algiers Terminals, aligning with the project's vision of a "universal barge concept." This design must prioritize flexibility and adaptability to diverse operational scenarios.

Interchangeability and Versatility: The consultant's expertise will be pivotal in achieving the interchangeability goal. The design must harmoniously accommodate both pedestrian-only and vehicular-passenger ridership, further supporting maintenance operations and other operational needs across RTA's locations. This will involve meticulous planning to ensure seamless functionality in various scenarios.

Continuity of Ferry Services: To ensure the uninterrupted operation of ferry services, the concept includes the ability to reassign the newly designed barges to other agency locations. This flexibility provides a robust strategy for maintaining services, even in the face of evolving operational requirements.

Scope:

The RTA Algiers Ferry Barges Replacement Program encompasses both the design and construction phases. During the design phase, the Infinity Team will conduct a thorough review of the existing landing barge plans for the new Canal Street Ferry Terminal Barge and the Chalmette Ferry Terminal Barge. This review will encompass a comprehensive analysis to ensure compliance with current ABS regulations. Operational considerations will be integrated, and any modifications made since the barge's original construction will be scrutinized. Collaboration with RTA personnel will facilitate necessary enhancements to functionality, which will be seamlessly integrated into the final design.

Transitioning to the construction phase, the Infinity Team will closely coordinate with the shipyard contractor, RTA representatives, the US Coast Guard, and any other relevant regulators. The primary objective during this phase is to deliver two fully constructed operational barges. This comprehensive effort will encompass activities such as reviewing and approving shop drawings, overseeing construction progress, providing weekly progress reports, and participating in final commissioning activities.

Key Opportunities and Constraints:

Having successfully completed the RTA's Canal Street Ferry Terminal, Infinity now possesses an unmatched understanding of the potential opportunities and constraints that come with the replacement of the two Algiers barges. Below, we outline some of the key insights and limitations that the Infinity Team has identified.

Opportunities: The successful implementation of the universal barge concept grants the RTA the flexibility to relocate these newly designed barges during emergencies. Furthermore, should there be a need to reintroduce vehicular ferry service at Algiers Point, these barges are equipped to accommodate such adjustments. Infinity is confident in our ability to meet this unique design challenge.

Constraints: The challenge involves the intricate task of designing highly adaptable barges that can seamlessly cater to various locations, accommodating both pedestrian-only and vehicular-passenger requirements. It is imperative that these barges not only meet but exceed ADA passenger regulations, and their construction must strictly adhere to the established schedule. These barges must possess the capability to securely anchor a variety of RTA-operated vessels, even in adverse weather conditions.

Moreover, they should incorporate all previously introduced significant enhancements, facilitating maintenance operations and providing indispensable operational support to the ferries. These modifications must align meticulously with the most up-to-date applicable ABS specifications, notably the ABS rules governing the construction and classification of steel barges. This encompasses a spectrum of upgrades, encompassing bumper types, push knees, tower requirements, security surveillance equipment, ADA compliance features, and requisite ramp adjustments.

Team Experience

With more than 19 years of experience in delivering engineering professional services projects, Infinity possesses an extensive resume of past marine-based projects. These project experiences act as an invaluable resource that enriches our approach to the replacement of the Algiers Ferry barges. Presented below are just a few pertinent projects, many of which include structural engineering design for mooring, showcasing the marine-based expertise held by Infinity.

RTA Canal Street Ferry Terminal CMAR

The RTA Canal Street Ferry Terminal serves as a crucial transportation link across the Mississippi River between the Algiers Point and French Quarter neighborhoods. Formerly catering to vehicular traffic, the ferry's purpose has been transformed to exclusively accommodate pedestrians. In this ambitious undertaking, the RTA entrusted Infinity to be the prime consultant to design the reconfiguration of the terminal and loading barges to focus on foot traffic.



The revamped terminal concept entailed the creation of a new dock structure to seamlessly fill the void between two adjacent wharf structures. A temporary boarding barge was designed and utilized to keep the ferry operational throughout the construction phase, ensuring uninterrupted ferry service. Moreover, the project encompasses the incorporation ADA compliant designs, updated landscape elements, new pedestrian bridge over rail traffic, and intuitive wayfinding signage, all contributing to an enhanced user experience. Infinity's designs included the modifications to the existing boarding barge, including new pedestrian gangways and lighting

IMTT Geismar Dock #4

Design and Construction Administration

Infinity served as the principal consulting firm responsible for overseeing the complete range of structural, civil, mechanical, and electrical designs pertaining to the creation and construction of a novel ship and barge dock at IMTT's Geismar Terminal. The primary objective of this endeavor was to enhance dock capacity along the river, facilitating the establishment of a state-of-the-art liquid terminal. This was achieved by designing and building a modern ship and barge dock immediately upstream from the preexisting dock.



The design of the dock, situated on the banks of the Mississippi River, was meticulously aligned with the existing dock, ensuring a shared fenderline between the two. The dock itself takes the form of a compact rectangular deck, crowned by a hose tower. Adjacent to the dock stand autonomous breasting and mooring dolphins, catering to both barges and ships. Supporting the dock's operations is a newly integrated pipe rack and walkway system, seamlessly connecting to the preexisting rack situated just behind the original dock. Notably, the dock accommodates vessels of up to approximately 650 feet in length, boasting a draft of no more than 45 feet. This comprehensive project secured the necessary authorization from the U.S. Army Corps of Engineers to proceed as planned.

Plaquemines Port – Port Ship Service

New Facility Design and Construction Administration

Infinity is the prime consultant for the design and construction of a new facility for the Port Ship Service Myrtle Grove within the Plaquemines Parish Port & Terminal. The current facility site is being allocated for new development, which necessitated the building of a **new wharf structure** and office building with vehicular and machine access. Designs for the new facilities are complete and the project has entered the construction phase, with Infinity providing construction administration. Infinity provided civil, structural, mechanical, and electrical design services for the entire project. The engineering design components include the following:

- Relocation of the floating barge dock, including capture piles and yokes
- **Concrete wharf structure with vehicular access**
- 30' vehicular bridge with slope stabilization to the bank
- 25' x 25' steel framed crane platform
- **Vessel fueling system – new 4,000-gallon diesel tank**

IMTT Breasting and Mooring MTPQ

Infinity was responsible for assisting IMTT with the population of a Marine Terminals Particulars Questionnaire (MTPQ), a database part of the OCIMF Marine Terminal Information System. The project required a technical understanding of the existing conditions, operating procedures, and capabilities of 10 docks, encompassing of 19 berths servicing both ship and barge loading spots, at IMTT St. Rose. The data collection process involved reviewing existing plans and details of each dock, specifically pertaining to the dock structure, breasting and mooring equipment, product manifold configurations, and product transfer systems.



Infinity utilized the results of existing condition surveys to perform a breasting capacity evaluation for each dock as well as a mooring capacity evaluation, using OPTIMOOR software, at each dock. Further, structural analyses were performed on existing structures that are relied upon for mooring and breasting. Infinity developed and documented dimensional operating loading envelopes for each berth based on analyses results gathered. All data collected and or analyzed for input into the MTPQ was documented via a data catalog created for IMTT internal use. The necessary data was then populated into the MTPQ database which is utilized by visiting vessels to easily identify the technical specifics of the IMTT berths.

IMTT Docks 2 & 4 Ship Berth Evaluation

Infinity was responsible for performing an engineering study to determine the safe berthing and mooring capacities at IMTT Docks 2 and 4 at their St. Rose facility. The study tasks consisted of reviewing existing drawings, investigative site visits, reviewing the IMTT vessel list for vessel parameters, performing breasting capacity and mooring capacity evaluations, performing structural analyses of existing structures to determine capacity, and preparing a detailed analysis report to document the findings.

The breasting capacity evaluation required defining site design parameters for berthing, calculating berthing energies for various vessel, and evaluating the existing fender element capacities. The mooring capacity evaluation required determining environmental conditions required for mooring, evaluating the capacity of each mooring point at the docks, evaluating potential mooring patterns, and performing mooring analyses utilizing OPTIMOOR software. The end products for this project consisted of analysis reports for each dock accompanied by mooring and breasting guideline presentation boards that were intended to be placed in the dock houses at each dock.

Stolthaven Terminals Dock 3&4 Engineering Study Breasting and Mooring Capacity Analysis

Infinity Engineering was responsible for performing a front-end engineering study on Stolthaven Terminals' docks 3 & 4 to determine the existing **breasting and mooring capacities**, as well as provide preliminary recommendations for **modifications to the dock structures to rectify barge alignment** issues and increase vessel capacities. The study consisted of reviewing existing drawings of the berths, performing site investigations, coordinating with Stolthaven on a list of potential vessels being services, and evaluating existing breasting/mooring capacities.



The breasting capacity evaluation required defining site design parameters for berthing, calculating berthing energies for various vessel, and evaluating the existing fender element capacities. The mooring capacity evaluation required determining environmental conditions required for mooring, evaluating the capacity of each mooring point at the docks, evaluating potential mooring patterns, and performing mooring analyses utilizing OPTIMOOR software.

Infinity was also responsible for evaluating the existing berths for potential modifications that would allow an increased vessel capacity. This required evaluating the existing river depth to determine if dredging near the docks would be necessary and performing a cursory review of any fire protection modifications that may be required. Infinity prepared schematic drawings to illustrate the modification recommendations as well as prepared preliminary opinions of probable construction costs. Further, Infinity prepared breasting and mooring guideline drawings for the existing conditions and future conditions. All information gathered as a result of the front-end engineering study was then compiled into a written report documenting the engineering study.

Notable Relevant Infinity Projects:

- Port of Houston SESCO Cement Wharf Rehabilitation
- Cornerstone Chemical Dock Gangway System
- IMTT Dock 2 & 4 Berthing Study
- Calcasieu River Passing Vessel Study and Model
- Port of New Orleans Jourdan Street Wharf CMAR Repair
- Shintech Water Intake Platform
- Gulf Land Cement Receiving & Delivery Terminal
- Mountaineer Limestone Barge Off-Loading Facility
- Venice Port Complex Bulkhead Rehabilitation
- Kinder Morgan Terminal Pipe Rack Analysis
- Omega Protein/Ardoin Ltd. Bulkhead
- Port of New Orleans Andry Street Wharf Inspection
- New Orleans East Hospital Fuel Storage
- Conway Bayou Drainage Pumping Station Fuel Storage
- Port of Houston SESCO Cement Wharf 3 Toe Wall
- Plaquemines Parish Harbor of Refuge Facilities
- CLECO Rodemacher New Barge Off-Loading Facility
- Piety Wharf Inspection & Repair Designs
- IMTT Dock 8 New Loading/Off-Loading Dock
- Clipper Estates Bulkhead Failure
- Delta Terminals Dock 1 Reinforcement
- Port of New Orleans Nashville Wharf Fender Repair
- Port of New Orleans Napoleon Wharf Repairs
- Julia Street Wharf Water Main Repairs

Additionally, Infinity has provided expert consulting services for an array of incidents involving docks, bridges, loading/offloading equipment, ships and barges for numerous local and national marine engineering cases. Many of these services include damage inspection, cost analysis, and review of technical repair plans.

Project Team



Infinity's team of engineers and designers know marine engineering and construction. As illustrated in our company overview, Infinity has provided comprehensive engineering designs and construction administration for several marine-based projects; including designs for gangways, wharves, docks, off-loading cranes, and fueling systems, as well as complex analysis of passing vessels, mooring, and breasting.

Over Infinity's 19 years of operation, Infinity has worked with several port entities across the Gulf Coast, including the Port of New Orleans. Infinity's marine expertise has been lent to many contracts serving as an on-call resource for the Port of New Orleans. Currently, Infinity is working alongside AECOM to provide engineering services for the new Louisiana International Container Terminal at the Port of New Orleans. Infinity is providing professional engineering services for the container terminals utilities layout, electrical components to the wharf, as well as heavy-load transportation access.

Infinity Engineering Consultants – Project Management / Engineering Design / Construction Administration Project Manager / Structural Engineer – Cindy Gallo, P.E.

At the heart of Infinity's project team is our experienced and proficient Project Manager, Cindy Gallo, P.E. As the overall Project Manager, Ms. Gallo will oversee the coordination of Algiers Ferry Barges design and construction management. Ms. Gallo will serve as the linchpin in orchestrating collaboration among the various project stakeholders, including the naval architect and ship builder. Each member of Infinity's engineering divisions will report directly to Ms. Gallo. Previously, Ms. Gallo has served as the Project Manager for Infinity's successful completion of IMTT's New Dock #4, Jackson Square Tricentennial Renovations, and Port of New Orleans American Queen Riverboat Facilities Concept.

Principal Partner / Marine Engineering Advisor – William Thomassie, P.E.

As Principal Partner of Infinity Engineering Consultants, William J. Thomassie, P.E. is one of the firm's registered Supervising Professionals and is responsible for the management of all engineering production. For special projects, his civil/structural education, training, and experience are relied upon to directly provide cost estimation, design supervision, and public outreach coordination. With many of Infinity's projects requiring up to \$45,000,000 for installation or modifications, Mr. Thomassie's guidance in the shaping of designs, along with construction support, has enabled project completion on schedule and with minimal adverse impact on commerce in the area. Additionally, Mr. Thomassie holds active professional engineering registration in the following fifteen states.

Principal Partner / Mechanical Engineering Advisor – Raoul V. Chauvin, III P.E.

As Principal Partner of Infinity Engineering Consultants, Raoul V. Chauvin, III, P.E. is responsible for all mechanical system designs. Included in those responsibilities are client interface, site inspection and evaluation, contract negotiation, project management, design, and drafting supervision. He participates in project review meetings and coordinates project-relevant activities between the Company and the client. Mr. Chauvin's professional 30+ year career has revolved around providing cost-effective, efficient design solutions for municipalities, offshore facilities, inland marine terminals, and chemical plants.

QA/QC Manager / Subconsultant Liaison – Louis Jackson, P.E.

Mr. Jackson brings over 25 years of engineering design, project management, and quality control experience to the role of QA/QC Manager. Among that experience, Mr. Jackson held the position of Director of Engineering for the Port of New Orleans. In this role, Mr. Jackson will ensure the Algiers Ferry barges designs meet Infinity's highest standards and coordinates the contracts for the build specifications

Chief Engineer & Structural Engineering Advisor – Rachel Kenney, P.E.

As Chief Engineer with a background in structural engineering, Ms. Kenney will serve as a vital design advisor to the team. Having successfully lead the Canal Street Ferry project team, Ms. Kenney will provide valuable insights into the opportunities and constraints of coordinating the replacement of the ferry barges.

Fuel Tank & Mechanical Engineering – Laura Kelly, P.E.

Ms. Kelly holds eleven years of mechanical engineering experience, including more than five years in major capital oil and gas consulting. As Mechanical Engineering Manager, Ms. Kelly oversees all mechanical designs and deliverables. Ms. Kelly has served as a mechanical technical lead in phases ranging from design conception to field installation and startup. For the barge replacement project, Ms. Kelly will design and specify the ancillary fuel storage containers.

Electrical Engineer Lighting and Backup Power – Matthew Torres, P.E

As one of Infinity's project electrical engineers Mr. Torres holds over six years of large-scale capital project experience. His expertise in power systems will be applied to ensuring the barges receive necessary power for security and safety systems.

Project Team Capabilities

As a multidisciplinary firm, Infinity's personnel are able to openly collaborate across engineering fields; allowing for seamless integration of engineering ideas and solutions for each project. The following showcases the capabilities of Infinity's personnel.

Infinity offers a wide range of civil engineering services, including all forms of earthwork, roadway, and drainage designs. Infinity is committed to providing civil solutions that will do more than just work; our goal is to provide designs that work effectively and efficiently. Civil engineering project types include:

- Site Planning, Earthwork, & Foundations
- Drainage Systems and Roadway Design
- Traffic Marking Layout & Design
- Asphalt and Concrete Paving Systems
- Highway Infrastructure Evaluation
- Water and Wastewater Facilities

Infinity's team is comprised of proficient registered professional engineers capable in providing comprehensive structural engineering services, including the rehabilitations of old and design of new structures. Our team holds extensive experience in most modern building materials; steel, concrete, timber, and composites. Structural engineering capabilities include:

- Marine Dock Structures
- Steel and Concrete Frames
- Building Foundations & Structures
- Bulkheads
- Bridges
- Trestles & Causeways

Infinity offers a diverse array of mechanical engineering services across industrial, commercial, and municipal applications. Among the types of mechanical engineering projects within Infinity's capabilities are:

- Product Loading/Offloading Facilities
- Process Equipment Sizing & Specifications
- Drainage & Sewer Lift Stations
- Piping & Instrument Drawing Development
- Process Piping Design
- HVAC & Plumbing Systems

Infinity's electrical engineering team holds a tremendous amount of electrical engineering design experience in support of commercial, municipal, and industrial projects. Electrical engineering design types include:

- Power and Lighting Plans
- One Line and Riser Diagrams
- SCADA Systems and Instrumentation
- Generator Packages
- Grounding Plans
- Motor Control Center Design

Computer Design

Infinity is equipped to handle all of our clients' drafting needs. With the diverse array of engineering services Infinity offers, our drafting team is skilled at providing the same multi-disciplinary effort required to complete a job. Infinity offers drafting services in the most up-to-date versions of AutoCAD, REVIT, Civil 3D, Plant 3D, Navisworks, and Structural Steel Detailing.

Construction Management and Inspection Services

Infinity can provide construction management and inspection services for projects involving civil, structural, electrical, or mechanical disciplines. An experienced construction manager, who oversees all phases of construction, would be available from contract award through commissioning. Having an experienced QA/QC inspector who is familiar with the nature of the work, and the support of a qualified engineering staff, is critical to the success of any engineering project. Our inspectors actively coordinate between the contractor and the client to understand the budget, maintain deadlines, and resolve any deviations in the field.

Advanced Measurements

To provide the most accurate site readings, Infinity has invested in advanced measurement technologies and a proficient team capable of collecting and interpreting difficult-to-obtain field data. Often, a project may require a visual inspection of a site that is either difficult or unsafe to access. Infinity's advanced measurement capabilities include drone technologies, allowing for safe and cost-effective visual documentation. Infinity's advanced measurements capabilities include:

- Aerial Drone
- Underwater Drone
- Laser Scanning
- Aerial LiDAR

*Infinity is not authorized to directly perform boundary surveys. When required, Infinity will subcontract boundary surveying specialty services to a licensed professional land surveying firm. For the design of Wharf 1 at the Bayport Container Terminal, Infinity has engaged with Landtech to provide topographic surveying and eTrac for hydrographic surveying services.

Infinity recognizes that our clients' expectations are not only to complete the job correctly and under budget, but also on schedule. With that in mind, Infinity has grown to adapt to an ever-fluctuating workload and allows for an adequate capacity for timely completion of projects.

Proposed Project Plan

Before formulating our vision for this proposal, Infinity embarked on an educational journey to thoroughly understand the intricacies and complexities involved in designing replacement barges for the Algiers Point and Lower Algiers Ferry Terminals. In addition to embracing the advantages of the universal barge concept, Infinity is acutely aware of the significance of modernizing the barges to guarantee full ADA compliance while also enhancing the overall ferry experience. The following project plan encapsulates the Infinity team's vision for the successful replacement of these barges, all while ensuring uninterrupted and essential ferry services.

Conceptual Plan of Action

The Infinity team fully acknowledges the following information is a "proposed" project plan. While our team has experienced great success following similar project plans, we recognize that every project is not the same. Therefore, we welcome open feedback from the RTA to ascertain the best approach to the replacement of the Algiers Ferry barges.

Infinity served as the design engineer for the Canal Street Ferry Terminal and played an integral role in designing all its components, including the new ferry barge. This barge was purposefully designed to accommodate the RTA's new fleet of ferry boats. Similarly, the design of the Algiers Terminal, which receives the same boats from Canal Street, will mirror the approach to efficiently load and offload passengers from these new vessels. The primary challenges associated with designing and specifying the new ferry barge revolved around its interaction with the new ferry boats, existing mooring facilities, and, most significantly, the seamless movement of passengers from the barge to the boats.

The decision to restrict Canal Street to pedestrian traffic only has simplified the barge's design. However, the vision for the receiving barge at Algiers Point must not only facilitate the movement of foot traffic but also accommodate vehicle traffic. This multifunctional approach will also be applied at the Lower Algiers barge. Infinity's strategy for designing both Algiers Point and Lower Algiers barges will blend detailed design with performance specifications. We intend to comprehensively design various elements, including the overall dimensions of each barge, mooring points, fendering systems, push knees, tower supports, onboard storage, the external fuel tank, sewage tank, electrical and lighting systems, security and surveillance equipment, and necessary ramp modifications. Additionally, Infinity will prescribe the ADA ramp system required to facilitate the movement of passengers from the barge onto the ferry boat. We plan to utilize a performance specification method to outline the requirements for barge construction.

A performance specification delineates the work broadly by its form, fit, and function rather than relying on detailed drawings, specifications, and standards. It articulates requirements in terms of desired outcomes with criteria for verifying compliance, without specifying the methods for achieving those outcomes. Generally, stating requirements in performance terms is preferred as it provides contractors with flexibility to offer innovative, technologically advanced, and cost-effective solutions to meet the RTA's needs. Performance specifications can also broaden the pool of potential suppliers since the requirements are not tied to specific solutions that only a limited number of suppliers may offer. Having a larger pool of potential suppliers typically leads to cost savings, better product availability and support, and a more robust and reliable industrial base.

Deliverables

Expected deliverables during the design phase include submitting plans, specifications, and opinion of probable cost at 30%, 60%, and 90% for review and consideration by RTA. Each submittal will include a summary letter summarizing this and pertinent data.

Upon the RTA's acceptance of the 90% plans and specifications, the team will prepare and provide final, 100% sealed and signed plans and specifications, opinion of probable construction cost estimate, estimated time for construction and a summary letter of this and any other pertinent considerations.

Obtain Necessary Permits & Approvals

The team will identify and obtain all required permits, licenses, and regulatory approvals from relevant authorities. At a minimum, we expect to deliver plans and specifications to the Louisiana Fire Marshall for review and comment.

Bidding Phase

Our team will be fully prepared to support the RTA throughout the Bid Phase. We acknowledge that we may be called upon to take part in a pre-bid site inspection, where we will convey construction objectives to prospective bidders. We will also be responsible for preparing addendums to address any inquiries from contractors. Furthermore, we are available to assist in the bid review process and aid the RTA in selecting the contractor and awarding the contract.

Construction Administration Phase

The 2nd most critical part of a project is the construction phase. No matter how well designed or thorough the construction

documents are, if the builder fails to deliver, the project will not be a success. Work will be observed to monitor general conformance with the established scope of work. We will observe through site visits that the work is progressing according to the design intent of the Construction Documents. During the C/A phase, Infinity intends to support the RTA with the following:

- Review shop drawings and submittals
- Respond to RFI's
- Routinely Visit the Job Site to Observe and Comment on Construction
- Review Change Orders (as required)
- Review and Approve Pay Applications
- Final Walkthroughs & Punchlist
- Close Out and Record Drawings

Skills/Knowledge/Experience with Local Conditions

As New Orleans Metropolitan Area based firm operating across the Gulf Coast, the Infinity team is acutely aware of the topography, hydrography, and soil conditions of New Orleans. When providing any design service, The Infinity team accounts for the local conditions especially when working along the Mississippi River. Being that our firm is local, the majority of our workload is local. Soft, silty clays with organics, buried cypress tree stumps and trunks, a high ground water table, Mississippi River stages and restrictions for excavation, deep sand and silt layers, frequent heavy spring and fall thunderstorms, late summer hurricanes and groundwater salinity are local conditions of which our team members are personally knowledgeable and have considered in their designs. This experience will be utilized during the development of the barges concept as well as the mooring structures design.

Our team believes that local conditions mean more than weather patterns, soil parameters, groundwater chemistry, and river stages. Understanding how to work with local agencies is a critical aspect of understanding the local conditions and is vital for executing and completing a project ahead of schedule and under budget. The team we have assembled for this project has exceptional agency experience with The Port of New Orleans, New Orleans Public Belt Railroad, The City of New Orleans, The Corps of Engineers, Entergy, and The State of Louisiana. We have worked with each of these agencies by either directly providing service or through the permitting process for other projects, and we have established working relationships that help to keep the projects moving in a positive direction.

Quality Assurance and Control

Since the firm's inception, Infinity Engineering has continuously sought to provide high-quality engineering design plans and construction documents. The firm cemented this dedication to providing quality engineering through the hiring of a dedicated QA/QC Manager, Louis Jackson. Mr. Jackson brings over 25 years of engineering design, project management, and quality control experience to the role of QA/QC Manager. Among that experience, Mr. Jackson held the position of Director of Engineering for the Port of New Orleans. Infinity will build a project specific QA/QC plan to ensure the project goals are met efficiently and effectively.

Design Control

Drawings are prepared under the direction of an assigned designer. They are developed progressively by an interactive process using sources of information such as survey data, reports, record data, preliminary sketches, samples, official maps, etc., in conformance with the requirements, design criteria, and standards and guidelines of the State of Texas. All designs will be reviewed by a professionally licensed engineer of record to ensure accuracy and completeness. Prior to submitting documents to the Port of Houston, the designer will conduct a design review of all documents. This review shall include, as a minimum, the following activities:

- 1) Compliance with project requirements
- 2) Technical accuracy and adequacy
- 3) Compatibility with other associated project documents
- 4) Compliance with previous review comments

Project Management Plan

Infinity will create a detailed plan encompassing all aspects of the design project, including timelines, budgeting, procurement strategy, risk management, and quality control.

Establish Communication and Reporting Channels

Infinity prides itself on the firm's reputation for responsive communication. We understand clear communication between Infinity and the RTA will be vital to the successful expedited completion of any assigned construction management project. Upon commencement of a construction management project, Infinity's engineers will develop alongside the RTA a plan to build the expectations for timely and effective communications. This plan will identify the specific stakeholders who should receive communications as well as the communication channels (virtual software, email, and phone) to be used throughout the duration of the project. Additionally, while various

points of the project lifecycle will dictate the amount of communications, a relative expectation for the frequency of communication will also be established. Infinity welcomes dialogue and feedback from our clients. Our team will work to maintain active communications with the RTA to ensure everyone is armed with the information it needs for the successful completion of the facility.

Implement Project Controls

This will include a project work plan for project monitoring, progress tracking, cost control, and change management. Assembling these elements into one document as a management tool will help ensure that all the essential issues are considered and that the individual elements are planned in a consistent and complementary fashion. However, it is not the intent of the work plan to replace project files, which will contain detailed documentation of most of the items discussed in this chapter. The work plan is intended to be a summary of the most important project records, for handy, daily use by the Construction Manager.

Audits and assessments will be conducted periodically to ensure that all work is being completed in accordance with the QA/QC plan. Findings will be documented, and corrective and preventive actions will be implemented as necessary. All comments made by phase reviewers shall be recorded either by copy of memos, e-mail, letters and/or marked plans received from the reviewers. In the event that comments are received through meetings, there minutes prepared that summarize the comments received. Copies of all comments and responses will be kept in the project files stored on Infinity's server.

Document Control

Infinity employs an experienced Document Controller, Stacey Davenport, who provides document control for the firm's designers. Ms. Davenport has been instrumental in advertising bid documents and requests for qualifications, as well as documenting change orders as they occur. Infinity's Document Controller will play an important role in ensuring proper documentation and permitting occurs throughout the project.

Additionally, Infinity utilizes an internal server to store all project information. Infinity's server automatically and periodically backs itself up to prevent an accidental loss of data does not occur. Infinity's Project Managers ensure all documents and vital communications are saved within a given project's folder. Infinity's document control system allows for a record of every phase of design.

Assessments and Inspections

Audits and assessments will be conducted periodically to ensure that all work is being completed in accordance with the QA/QC plan. Findings will be documented, and corrective and preventive actions will be implemented as necessary. All comments made by phase reviewers shall be recorded either by copy of memos, e-mail, letters and/or marked plans received from the reviewers. In the event that comments are received through meetings with reviewers, there shall be minutes prepared that summarize the comments received. Copies of all comments and responses will be kept in the project files stored on Infinity's server.

Ongoing Coordination with RTA Staff

As the barge replacement project progresses, Infinity will periodically discuss the project's progress with RTA personnel to ascertain if any changes are necessary to the QA/QC plan. We envision this project to be collaborative with the RTA; therefore, our team welcomes feedback during the design and construction process.

Infinity's Reputation

Infinity Engineering is proud of the firm's reputation of being reliable and delivering quality engineering designed to last. In testament to Infinity's reputation, we have included snippets of some of the recommendation letters the firm has received. Each of the following quotes have been pulled directly from these letters.

Port of New Orleans - Patterson Pump Station Restoration

Bill Rivera, P.E., Project Engineer

"Infinity's design team performance assured the needs and goals of the Port for this project were fulfilled....their engineers were always accessible and were **efficient and timely in the delivery** of their work product."

IMTT - International Matex Tank Terminals

Wardlaw Witherspoon, Director of Engineering and Maintenance

"IMTT has used Infinity Engineering Consultants for civil/structural and mechanical services on projects such as the design of new methanol pipelines from the terminal to the docks, the design of docks and mooring structures, and several new and refurbished storage tanks. Infinity has always been **accommodating and cooperative** through several years of working with IMTT. Their proposals have been competitive and on budget; and design drawings have been delivered in a timely manner. Infinity is pleasant to work with and committed to doing a good job."

Cornerstone Chemical - Dock Allision Repair Design Jacques Byrd, Director of Site Development

"Infinity handled all engineering disciplines, including structural, mechanical and electrical. Once completed, the dock was placed into service in February 2022 and has been integral to our plant operations since. I have found Infinity to be **capable, responsive, timely** and cooperative for our needs, and I would recommend them."

Port of Lake Charles - New BT-1 Unloader Donald Brinkman, P.E., Director of Engineering

"Infinity provided the dock structure and electrical system assessments and produced the performance design standards of the new unloader to be used in a bid package. They worked effectively to coordinate their work such that the bid package could be completed within the prescribed schedule and **accommodate the Port's operational needs.**"

Personalized Service

As a local, moderately- sized engineering firm, Infinity prides itself on providing personalized service to each of our clients. Infinity is a **relationship-driven and people-centric** engineering firm. We believe successful engineering requires cultivating a positive, collaborative relationship with our clients through communication and feedback. Infinity's engineers and designers make themselves available to our clients through all forms of communications. This includes phone calls directly to Infinity's engineers and project manager.

Infinity's relationship-driven approach can be traced back to firm's founding in 2004, as the principal partners, Raoul Chauvin, P.E. and William Thomassie, P.E. started Infinity on the foundation of a close friendship going back to high school. When approaching each project, Infinity seeks to **collaborate with the client and other stakeholders** to understand how our engineering designs will impact the persons, places, and environments within our communities. The Algiers Ferry Terminal project will receive the same thoughtful, people-centric dedication that Infinity has built the firm upon.

The entire Infinity team proposed for the renovation of the Algiers Ferry terminal buildings comprises of firms from Southern Louisiana. Having lived and worked on projects across the Greater New Orleans Area, we understand the importance of the RTA's ferry services to the local community. In fact, one of Infinity's principal partners grew up on the Westbank of New Orleans near the Algiers Ferry Terminal and used its services frequently.

Efficiency & Quality Control

Presently, Infinity is in a phase of expansion, recently welcoming two Professional Engineers to our team. This growth phase reflects that Infinity currently **does not have a significant backlog** of project assignments. In fact, our engineering team is in the final stages of several projects, most notably the Canal Street Ferry Terminal and Plaquemines Parish Harbor of Refuge, which has freed up our resources for the Algiers Ferry Buildings project. This progress leaves our resources unburdened and poised to tackle these expansive renovations. While efficiency remains a central focus for Infinity, our unwavering commitment to top-tier design quality is equally vital. This commitment to excellence is exemplified by our dedicated roles of QA/QC Manager and Project Delivery Manager. These positions were established with the primary goal of ensuring the efficient delivery of Infinity's projects while meticulously adhering to our clients' precise specifications.

Closing

With Infinity's full-time staff of forty, we are confident that we have assembled a team with the marine project expertise capable of ushering the Algiers Ferry Barges from initial design through final construction. Infinity's growth, resilience, and repeat business in the municipal and industrial sectors is proof of our reputation. We take great pride in our reputation and expect to continue to build the same trust with the RTA. Infinity points to our past successes with our project examples as well as our numerous letters of recommendation (available upon request) as a token of our reputation. One final quote comes from **Louisiana Lieutenant Governor, Billy Nungesser:**

"During my two terms as Plaquemines Parish President from 2007-2015, my administration worked to over come the devastation caused by Hurrricanes Katrina, Rita, Gustav, and Issac....Through the process, Infinity was accommodating, cooperative, and respectful of the Parish's needs in a time of crises. My directors relayed that their designs were completed in a timely manner. I always felt Infinity was pleasant to work with and was committed to providing Plaquemines Parish with the best possible service."

Infinity has also presented our vision and proposal for the comprehensive renovations of both the Algiers Point Terminal and Lower Algiers Maintenance Building. Given our recent success with the Canal Street Ferry ribbon-cutting ceremony, the Infinity Team is confident in our ability to concurrently advance the Algiers Ferry buildings renovation and the universal barge concept. This strategic approach ensures these important transportation initiatives are synchronized, minimizing disruptions to the ferry service and ensure ADA compliance throughout the RTA ferry experience.

We respectfully request the Regional Transit Authority to select Infinity Engineering Consultants as the prime consultant to replace the Algiers Ferry barges for the enjoyment of future generations. Should any additional resumes or examples be needed to ascertain the team's qualifications, please feel free to contact Raoul Chauvin, P.E. at rchauvin@infinityec.com.

Role	Firm	Assigned Personnel	Hourly Rate
Principal	Infinity Engineering Consultants, LLC.	Raoul Chauvin, P.E.	\$290
Principal	Infinity Engineering Consultants, LLC.	Bill Thomassie, P.E.	\$290
Project Manager	Infinity Engineering Consultants, LLC.	Cindy Gallo, P.E.	\$170
QA/QC Manager	Infinity Engineering Consultants, LLC.	Louis Jackson, P.E.	\$235
Chief Engineer / Structural Engineer	Infinity Engineering Consultants, LLC.	Rachel Kenney, P.E.	\$235
Civil Engineering Supervisor	Infinity Engineering Consultants, LLC.	Ricardo Contreras, P.E.	\$235
Civil Designer	Infinity Engineering Consultants, LLC.	Robert Haydel	\$170
Mechanical Engineer	Infinity Engineering Consultants, LLC.	Laura Kelly, P.E.	\$190
Electrical Engineer	Infinity Engineering Consultants, LLC.	Matthew Torres, P.E.	\$170

Algiers Ferry Barges Replacement RTP# 2023-02



Supplemental Resumes

Matthew Torres, P.E.

Electrical Project Engineer



Mr. Torres holds a Bachelor of Science in Electrical Engineering from Louisiana State University. Mr. Torres' previous experience includes large-scale capital projects in the oil & gas industry, nuclear power plants, and laboratory facilities. His electrical engineering focus is Power Systems and is proficient in power distribution design, specifying equipment, electrical system studies, and arc flash calculations.

Infinity Engineering Experience

Avondale North Sewer Lift Station Generator – Avondale, LA

Lead electrical engineer responsible for the **generator and power system replacement** design for the lift station. Project task included generator and electrical equipment sizing calculation, development of engineering design package including one line and equipment drawing, equipment specifications, scope of work, and coordination with other disciplines.

- **Upper Barataria Risk Reduction Barge Gate Electrical Design**
- **Hahnville High School Renovation & Addition MEP – Hahnville, LA**
- **West Bank Water Department Generators - Jefferson Parish, LA**

Previous Experience (Fluor Government Group)

NuScale Small Modular Reactor Standard Plant Design – Houston, TX

Project engineer working with a team of multiple disciplines to develop the standard design for 460MWe NuScale Power Module Plant. The plant was to utilize six NuScale Power Modules to achieve 460Mwe and be capable of Black Start and Island Mode Operation. Responsibilities were **identifying all electrical loads** in Turbine Island and creating a load list, development of process control narratives for medium and high voltage system, Grounding study for a 230kV switchyard, and putting together RFQ packages.

Surplus Plutonium Disposition Project – Savannah River Nuclear Site, SC

Project engineer responsible for **lighting and small power** for the design of the Surplus Plutonium Disposition project. The project was to add three gloveboxes to the laboratory facility to increase processing capacity for down blending of the 34 metric tons of excess plutonium stored at the Savannah River Site. Tasks included developing a schedule for my engineering package and managing the budget. Oversaw a small team of electrical and structural engineers to develop the lighting and small power systems for the laboratory. This was a meticulous task to ensure all nuclear safety requirements were achieved and all calculations were performed to back them up.

POTBA LyondellBasell – Houston, TX

Project engineer working on a multidiscipline project team for the EPC of a \$3.1B plastics facility for LyondellBasell. The electrical system design for this plant consisted of a **138kV switchyard and eight substations** for the distribution of power at 13.8kV, 4.16kV, and 480V. Responsibilities were maintaining the electrical load list throughout the project, one line development, cable schedules, equipment list, RFQ & PO packages, elementary diagrams, vendor drawing review, factory acceptance testing, electrical system and arc flash studies.

Active Professional Registration

Professional Engineer

Electrical

No. 145896 / Texas

No. 47208 / Louisiana

Years of Professional Service

1 Year with Infinity

5 Years Total

Education

Bachelor of Science:

Electrical Engineering

Contact

Office: 504.304.0548

mtorres@infinityec.com

PROPOSAL

November 22, 2023

Mr. Dwight Norton
Interim Chief of Infrastructure & Planning
New Orleans Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119

Re: Algiers Ferry Terminal Barges
Engineering Proposal
Infinity No. 23-095

Dear Mr. Norton:

We are pleased to submit to you this proposal to provide engineering services associated with the Algiers Ferry Terminal Barges. This proposal has been developed based on Request for Technical Proposals, RTP #2023-02, issued by RTA on August 4, 2023. RTA solicited proposals from firms pre-qualified through RTA's Request for Qualifications #2020-035 for On-Call Architecture and Engineering Services. Infinity submitted a proposal and received a Contract Intent Award Notification. This proposal is intended to provide a detailed scope of services and fee estimate.

I. Project Description:

RTA currently operates ferries that provide service for vehicles and/or pedestrians crossing the Mississippi River in the New Orleans area. The Lower Algiers Ferry is a vehicular ferry servicing Lower Algiers to Chalmette, LA. The Algiers Point Ferry is a pedestrian-only ferry that provides service from the foot of Canal Street to the Algiers Ferry Terminal. The landing barges at the Algiers Point Ferry Terminal and the Lower Algiers Terminals are both in need of replacement due to their age and condition.

This project will replace both barges with barges that are intended to be interchangeable between the following three (3) locations: Chalmette, Algiers Point, and Lower Algiers. The barges should be capable of supporting both pedestrian only and vehicular-passenger ridership, such that the barges can be relocated as needed to provide continuous ferry service. Alterations, modifications, or improvements to previous designs will be incorporated into the new design as requested and/or approved by RTA.

This work is the subject of this proposal.

II. Scope of Services:

The following shall define the Engineer's Scope of Services that is included:

A. DESIGN PHASE

1. Meeting with RTA to discuss interchangeability requirements, vessel features of each vessel within the existing fleet and potential new ferries;
2. Review existing drawings of each landing conduct an analysis of the conformance of the plans to the current version of the American Bureau of Shipping – Rules for Building and Classing Steel Barges.
3. Visiting each location to assess the unique existing mooring conditions.
4. Performing a laser scan of each landing to gather elevation and position data of each berth's configuration.
5. Performing hydrographic and topographic surveys of each berth.
6. Mooring analysis of each berth to determine ideal mooring bit locations on new barges, as well as adequacy of berth to serve as a mooring location for ferries during extreme weather events.
7. Coordinate with U.S. Coast Guard as needed, regarding any requirements affecting the project.
8. Design various elements, including the overall dimensions of each barge, mooring points, fendering systems, push knees, tower supports, onboard storage, the external fuel tank, sewage tank, electrical and lighting systems, security and surveillance equipment, and ADA compliant ramp system required to facilitate the movement of passengers from the barge onto the ferry boat.
9. Develop drawings and performance specifications to outline the requirements for barge construction.

B. BIDDING PHASE

1. Supporting the RTA the bid solicitation process.
2. Compiling bid package of specifications, drawings and commercial front-end documents.
3. Attending a pre-bid conference hosted by the RTA.
4. Responding to bidder questions that pertain to our designs, drawings and specifications. Providing these responses to the RTA for its distribution to bidders.
5. Reviewing bid proposals received by the RTA.

C. CONSTRUCTION PHASE

1. Providing Construction Administrative Services in support of the project.
2. Reviewing contractor submittals and shop drawings.
3. Respond to Requests for Information (RFIs) submitted by the Contractor.
4. Performing weekly site visits to review construction progress, which will include visits to the barge fabrication facility.
5. Provide weekly progress reports based on field observations.
6. Attend all final commissioning activities of the barges.

D. RESIDENT INSPECTION (RI)

1. Resident Inspection costs are included based on a 40 hour week, but will vary with construction activities. Per the kick off meeting with RTA, full time RI will not be necessary during barge fabrication. Therefore, full time RI is included for a 10 month duration.

III. Deliverables:

The following is the list of items that shall be delivered as the product of services:

- A. 30% Submittal including Summary Letter, Drawings, Specifications Table of Contents, and Opinion of Probable Construction Cost (OPCC).
- B. 60% Submittal including Summary Letter, Drawings, Specifications Outlines, and OPCC.
- C. 90% Submittal including Summary Letter, Drawings, Specifications, and OPCC.
- D. 100% For Bid Submittal including Summary Letter, Drawings, Specifications, and OPCC.

IV. Fees and Payment:

We have prepared a 4400 form to establish a FEE PROPOSAL for this project and have separated our estimated effort and fee by phase. We intend to perform our tasks based on an hourly effort measured at COST PLUS FIXED FEE as shown below:

DESIGN PHASE:	\$591,257
BIDDING PHASE:	\$35,521
CONSTRUCTION PHASE:	\$550,960

Supplemental Services:

RESIDENT INSPECTION	\$176,528
HYDROGRAPHIC & TOPOGRAPHIC SURVEYS	\$11,000

V. Schedule

The following is an estimated schedule of milestones. This schedule reflects an 11.5 month design duration and 12 month construction duration, and includes 2 weeks for RTA review between each submittal. We will coordinate with RTA to modify the schedule as needed.

Milestone	Duration (wk)	Start	End
Notice to Proceed	NA	12/18/2023	12/18/2023
Field Activities	8	12/18/2023	2/12/2024
30% Submittal	8	2/12/2024	4/8/2024
RTA Review	2	4/8/2024	4/22/2024
60% Submittal	8	4/22/2024	6/17/2024
RTA Review	2	6/17/2024	7/1/2024
90% Submittal	8	7/1/2024	8/26/2024
RTA Review	2	8/26/2024	9/9/2024
100% For Bid Submittal	8	9/9/2024	11/4/2024
Bid & Award Period	12	11/4/2024	1/27/2025
Construction	52	1/27/2025	1/26/2026

VI. Clarifications and Exclusions:

Our proposal is predicated upon the following clarifications and exclusions:

1. This proposal does not include permitting.
2. This proposal does not include work at the Canal Street Ferry Terminal, Jackson Avenue Landing, or Gretna Avenue Landing.
3. Proposal assumes moorings have been maintained and are in good condition. Other than minor maintenance. Proposal does not include mooring structure modifications or mooring design/redesign.
4. If it is later discovered or suspected that moorings may be damaged or in poor condition below the waterline, a dive inspection may be required and would be an additional service.
5. This proposal does not include analysis and/or modification of existing terminals or loading and unloading facilities. If modifications to the existing facilities are required, Infinity can provide an additional proposal.

Proposal By:  Date: November 22, 2023

Infinity Engineering Consultants, LLC
 Raoul V. Chauvin, P.E.
 Principal Partner

FEDERAL AVIATION AGENCY COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS		Form approved Budget Bureau No. 06-r120		
This form is to be used in lieu of FAA Form 3515 as provided under FAPH 2-16-260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for the procurement research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.		PURCHASE REQUEST NUMBER		
		TITLE OF PROJECT Algiers Ferry Barges Replacement		
NAME AND ADDRESS OF OFFERER Infinity Engineering Consultants, LLC 4001 Division Street Metairie, LA 70002				
DETAIL DESCRIPTION		ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST
Replacement of Lower Algiers and Algiers Point Barge Landings				(Dollars)
1) DIRECT LABOR (Specify)				
Raoul Chauvin	Principal Partner		\$100.00	\$0.00
Bill Thomassie	Principal Partner	198	\$100.00	\$19,800.00
Rachel Kenney	Principal Engineer	1767	\$77.00	\$136,059.00
Louis Jackson	Principal Engineer		\$75.00	\$0.00
John Lawrence	Principal Engineer	143	\$83.00	\$11,869.00
Ricardo Contreras	Senior Engineer		\$62.00	\$0.00
Laura Kelly	Senior Engineer	143	\$62.00	\$8,866.00
Heidi Gremillion	Senior Engineer		\$39.21	\$0.00
Cindy Gallo	Project Engineer I		\$62.00	\$0.00
Matthew Torres	Project Engineer I	178	\$62.50	\$11,125.00
Stephen Gholston	Project Engineer I		\$54.00	\$0.00
Mike Riviere	Project Engineer II		\$50.50	\$0.00
Robert Haydel	Project Engineer II		\$51.00	\$0.00
Bart Lacombe	Project Engineer III		\$41.00	\$0.00
Kevin Hurtt	Project Engineer IV	323	\$35.00	\$11,305.00
Brian Lauritsen	Project Engineer IV	307	\$32.00	\$9,824.00
Bryce Barrilleaux	Associate Engineer	2661	\$28.50	\$75,838.50
Dara Bird	Associate Engineer		\$29.00	\$0.00
Gina Lala	Principal Designer	271	\$55.00	\$14,905.00
Eric Olson	Principal Designer	752	\$53.50	\$40,232.00
Lavon West	Principal Designer		\$48.00	\$0.00
Quoc Vu	Designer		\$35.50	\$0.00
Jared Barcia	Designer		\$33.00	\$0.00
Diana Babineaux	Designer		\$34.50	\$0.00
Frank Cherry	Senior Drafter	530	\$28.00	\$14,840.00
Daniel Muhsin	Drafter		\$22.00	\$0.00
Leon Vial II	Senior Technician		\$34.00	\$0.00
Ryan Petit	Senior Technician		\$32.50	\$0.00
Rodney Ziegler	Construction Inspector		\$33.00	\$0.00
Wayne Williams	Construction Inspector		\$30.00	\$0.00
Nicholas Friedman	Construction Inspector	1760	\$36.00	\$63,360.00
John Lawrence Jr.	Construction Inspector		\$19.00	\$0.00
Rayna Guillot	Senior Project Administrator		\$31.00	\$0.00
Stacie Davenport	Senior Project Administrator	1945	\$35.00	\$68,075.00
Andrew Herbert	Project Administrator		\$32.50	\$0.00
Erin Grunberg	Project Administrator		\$28.00	\$0.00
TOTAL DIRECT LABOR		10978		\$486,098.50
2) BURDEN (Overhead - Specify)		BURDEN RATE	x BASE =	BURDEN (\$)
Corporate Overhead	142.26%	\$486,098.50	\$691,523.73	\$691,523.73
TOTAL BURDEN				
3) DIRECT MATERIAL				
TOTAL MATERIAL				\$0.00
4) SPECIAL TESTING (Including field work at Governmental installations)				

TOTAL SPECIAL TESTING		
5) SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse)		
6) TRAVEL (If direct charge)		
a) TRANSPORTATION		\$0.00
b) PER DIEM OR SUBSISTENCE		
TOTAL TRAVEL	Kickoff Mtg. & PM Weekly Trips	\$0.00
7) CONSULTANTS (Identify - purpose - rate)		
		\$ -
		\$ -
TOTAL CONSULTANTS		\$ -
8) SUBCONTRACTS (Specify in Exhibit B on reverse)		
		\$0.00
9) OTHER DIRECT COSTS (Specify in Exhibit B on reverse. Explain royalty costs, in any)		
		\$11,000.00
10) TOTAL Direct Cost & Burden		
11) GENERAL AND ADMINISTRATIVE EXPENSE (Rates % of item nos.)		
12) TOTAL ESTIMATED COSTS		\$1,188,622.23
13) FIXED FEE OR PROFIT (State basis for amount in proposal) 15% of LABOR & OVERHEAD		\$176,643.33
14) TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT		\$1,365,265.56

FAA Form 4400-2 SUPERSEDES FAA FORM 3315-1 Figure IIIC-1--Cost & Price Analysis (Page 1 of 2)

15) OVERHEAD RATE AND GENERAL ADMINISTRATIVE RATE INFORMATION			
		TYPE	AMOUNT
		Cost + Fixed Fee	
		Cost + Fixed Fee	
		Cost + Fixed Fee	
		Cost + Fixed Fee	
		Cost + Fixed Fee	
		Cost + Fixed Fee	
		Cost + Fixed Fee	
		Cost + Fixed Fee	
17) EXHIBIT B - OTHER DIRECT COSTS (Specify, if more space is needed, use blank sheets, identifying item numbers)			
Topographic and Hydrographic Surveys			\$11,000.00
TOTAL:			\$11,000.00
CERTIFICATE			
<p>The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (A) that he has, or has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) that he has, or has not, paid or agreed to pay any company or persons (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Offices.</p> <p>(For interpretation of the representation, including the term "bona fide employee," see (Code of Federal Regulations. Title 44, Part 150.)</p>			
NUMBER OF CONTRACTOR EMPLOYEES	STATE INCORPORATED IN		
0/00/0000	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR		Principal Partner

Figure IIC-1 (Page 2 of 2)



Regional Transit Authority Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

Date Created	January 2, 2024
Change Order ID	203

A. Department Representative to participate in procurement process.

Name: FARLEY, JOANNA
Title: SR. TRANSPORTATION PLANNER
Ext: 8459

B. Contract Information:

Contract Number	
PO Number	N/A
Contract Title	Contract to Provide On-Call Architecture and Engineering Services

Contract-History:

Original Award Value	1
Previously Executed Change Order Value	
Adjusted Contract Value	
Current Change Order Value	1365265.56
Revised Contract Value	1365265.56

C. Justification of Change Order

The RTA has accepted a proposal from Infinity to complete the task to design new ferry barges for the Algiers Ferry Terminal and the Lower Algiers Ferry terminal. Original contract value is \$0.

D. Type of Change Request: Supplemental

E. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?	Yes
Are there any amendments pending?	false
If yes see explanation (attachments are in the SharePoint folder for this request)	

Director of Grants/ Federal Compliance: Ronald Gerard Baptiste



Signature: *Ronald Gerard Baptiste*
 Date: February 26 2024

F. Safety, Security, And Emergency Management: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached: *false*

Chief: *Michael J. Smith*
 Signature: *Michael J. Smith*
 Date: February 27 2024

Risk Management:

Include Standard Insurance Provisions Only?	<i>Yes</i>
Include Additional Insurance Requirements Attached ?	<i>false</i>

Risk Management Analyst: *Marc L Popkin*
 Signature: *Marc L Popkin*
 Date: February 28 2024

G. Funding Source:

Independent Cost Estimate (ICE): *\$0.00*
 Projected Total Cost: *\$1,365,265.56*
 Funding Type: *Federal, Local*

Federal Funding	State	Local	Other
<i>\$1,093,611.70</i>		<i>\$405,215.60</i>	
Projected Fed Cost	State	Local	Other
<i>\$1,092,212.45</i>		<i>\$273,053.11</i>	

FTA Grant IDs	Budget Codes
<i>LA2022-006</i>	<i>01-0000-00-1501-000-00-000000-00000</i>
<i>LA2022-030</i>	

Capital Project Approval if required signature ID#:
 Dir Capital Projects:
 Signature:
 Date:

Budget Analyst: *Eugenie Fenerty*
 Signature: *Eugenie Fenerty*
 Date: *January 05 2024*



H. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

DBE % Goal	0
SLDBE % Goal	0
SBE % Goal	100

Director of Small Business Development: Adonis Charles Expose'
Signature: *Adonis Charles Expose'*
Date: February 28 2024

DBE/EEO Compliance Manager: Adonis Charles Expose'
Signature: *Adonis Charles Expose'*
Date: February 28 2024

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

Department Head: Christopher H. Cook
Signature: *Christopher H. Cook*
Date: January 03 2024

Chief: Dwight Daniel Norton
Signature: *Dwight Daniel Norton*
Date: February 26 2024

Director of Procurement: Ronald Gerard Baptiste
Signature: *Ronald Gerard Baptiste*
Date: February 29 2024

Required if Total Cost above \$15K
Chief Financial Officer: Gizelle Johnson-Banks
Signature: *Gizelle Johnson-Banks*
Date: March 01 2024

Required if Total Cost above \$50K
Chief Executive Officer: Lona Edwards Hankins
Signature: *Lona Edwards Hankins*
Date: 3/1/2024 11:52 PM

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: Algiers Ferry Barge Replacement Design

Date of Estimate: 01/02/2024

Description of Goods/Services: Design services

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

Method of Obtaining Estimate:

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

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

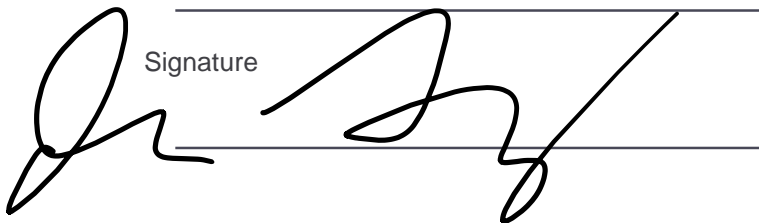
Through the method(s) stated above, it has been determined the estimated

total cost of the goods/services is \$ 1,293,578

The preceding independent cost estimate was prepared by:

Name
Joanna Farley

Signature



FEE CALCULATOR for Architectural Services
State of Louisiana - Facility Planning and Control

Project Name **Ferry Barge Replacement**

Date 9/28/23

A.	Enter the Available Funds for Construction	\$13,610,741	data entry
B.	Enter the Complexity Factor (if not applicable, enter '1')	1.15	data entry
C.	Enter the Renovation Factor (if not applicable, enter '1')	1.25	data entry
D.	Enter the subject year for cost index data (prior year)	2022	data entry
E.	The Building Cost Index for the subject year is	7792	from table
F.	The Consumer Price Index for the subject year is	292.7	from table
G.	The BCI for the reference year (1975) was	1306	constant
H.	The CPI for the reference year (1975) was	53.8	constant
I.	The BCI ratio is	0.167608	F / D
J.	The CPI ratio is	5.440520	E / G
K.	The adjusted AFC for the reference year (1975) is	\$2,281,266	A x H
L.	Log [1975 AFC] =	6.358176	log [J]
M.	The adjusted fee percentage using a numerator of 46.10 =	7.250507%	46.10 / K %
N.	The adjusted fee amount for the reference year is	\$165,403	L x J
O.	The adjusted base fee for the subject year is	\$899,880	M x I
P.	TOTAL FEE (including Renovation factor, if any) =	\$1,293,578	N x B
Q.	Fee as a percentage of the AFC =	9.50%	O / A %

REFERENCE Section 5.1.2: <https://www.doa.la.gov/media/vxhjewe0/2020-procedure-manual.pdf>

REFERENCE Section 5.1.2: <https://www.doa.la.gov/media/vxhjewe0/2020-procedure-manual.pdf>

PLEASE NOTE:

**THE 'SUBJECT YEAR' IS DEFINED AS THE CALENDAR YEAR PRECEEDING THE YEAR FOR WHICH YOU ARE CALCULATING THE FEE.
THE BCI AND CPI FIGURES FOR A GIVEN YEAR ARE NOT PUBLISHED UNTIL THE SECOND QUARTER OF THE FOLLOWING YEAR.
FOR INSTANCE, TO CALCULATE A FEE FOR THE YEAR '2003' ENTER A VALUE OF '2002' AS THE SUBJECT YEAR ON LINE C.**

Est	
Des	129,358



RESOLUTION NO. 24-017

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD DESIGN SERVICES FOR THE ALGIERS FERRY
BARGES REPLACEMENT PROJECT TO INFINITY ENGINEERING**

Introduced by Commissioner Neal,
seconded by Commissioner Daniels.

WHEREAS, the Algiers Ferry Barges Replacement Project – Design Phase will result in the final design of barges to replace the barges that have reached the end of their useful life at the Algiers Point Ferry Terminal and the Lower Algiers Terminal; and

WHEREAS, the New Orleans RTA Barge Replacement Project – Design Phase will deliver the following:

- **Design Phase:**
 - Design plans, draft specifications and construction cost estimates provided for review and consideration by the RTA at 30%, 60%, and 90% design, along with a detailed summary letter describing specifications, costs, and any other considerations RTA should be aware of.
 - A set of final plans and specifications, construction cost estimate, estimated time for construction, and a detailed summary letter describing specifications, costs, and any other considerations the RTA should be aware of.
- **Construction Phase:**
 - Construction support services, as described in the scope of work above.; and

WHEREAS, the duration of the project Design Phase is estimated to be from May 2024 to April 2025 and the Construction Phase from May 2025 to July 2026; and



RESOLUTION NO. 24-017

Page 2

WHEREAS, Infinity Engineering is a Certified DBE/SLDBE previously qualified participant in the On-Call pool for Architecture & Engineering services, and whose proposal to Request for Technical Proposals 23-03 for said design services was determined by staff to be the highest ranking; and

WHEREAS, Infinity submitted a fee estimate following the selection of their proposal that was found to be reasonable and in line with standard fee calculators for design and engineering services; and

WHEREAS, the contract with Infinity Engineering to provide deliverables will be managed by the Capital Projects Department; and

WHEREAS, the project is funded by the LA2022-040 and LA2022-006 grants, the total project amount (design and construction) is not to exceed \$13,610,741, with \$2,734,032 coming from local funds and \$10,936,117 from grant funds; 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, award Infinity Engineering an issue a Notice to Proceed for design service for the Algiers Ferry Barges Replacement Project in an amount not to exceed \$1,365,265.56.



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

504.827.8300

www.norta.com

RESOLUTION NO. 24-017

Page 3

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>2</u>

AND THE RESOLUTION WAS ADOPTED ON THE 28th DAY OF MAY, 2024.

A handwritten signature in black ink that reads "Mark Raymond, Jr." with a stylized flourish at the end.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 24-014

Board of Commissioners

FY 2024 Dell Marketing LP - Desktop Computer Replacement

DESCRIPTION: The replacement of organizational desktop computers	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 Dell Marketing LP for the replacement of organizational desktop computers. The total contract amount should not exceed \$140,582.50.

ISSUE/BACKGROUND:

RTA operates four modes of services in the Greater New Orleans area. There are roughly 834 employees at RTA of which 228 serve in an administrative role requiring access to computers. The most recent upgrade to computers occurred in August 2017 at which time board package 17-077 was presented and approved by the RTA board for the replacement of all desktop computers. The original purchase was via State contract C000000010742 customer agreement MNWNC-108 / 4400002525 which spanned from 2015-2022. The life span of Dell desktop computers is 3 - 5 years. The current organizational computer inventory is out of warranty; decreasing due to individual failures; software reaching the end of support; and needs a memory increase.

The purchase of the computers came with a three (3) year warranty which has since expired. A number of the 2017 computers purchased were removed from service due to hardware failure, and support requests continue to be logged for desktop computer errors/failures. Replacing the organizational desktop computers restores the ability of the administrative staff to be able to provide continuous service to employees and the community.

The 2017 purchased computers are Windows 10 products. Windows 10 is nearing its end of support. Updates and Software releases are already being released via Windows 11. The new desktops will come with Windows 11 already installed. Furthermore, the new computers come with double (16GB) the memory of the previous desktops (8GB).

The purchase of the computers came with a three (3) year warranty which has since expired. A number of the 2017 computer purchases were removed from service due to hardware failure, and support requests continue to be logged for desktop computer errors/failures. Replacing the organizational desktop computers restores the ability of the administrative staff to be able to provide continuous service to employees and the community.

DISCUSSION:

RTA is looking to replace the organizational desktop computers that reached end-of-life cycles. The

most recent upgrade to computers occurred in 2017 at which time a board package was presented and approved by the RTA board for the replacement of all desktop computers. The life span of Dell desktop computer is 3 to 5 years. At the time of this Board meeting, the age of the computers is 5.5 yrs.

RTA seeks the purchase of computers via State contract C000001115557 customer agreement 23026 / 4400028252. Funding is available via local funding. In replacing the organizational desktop computers, RTA seeks to restore the ability of the administrative staff to provide continuous services to employees and the community.

FINANCIAL IMPACT:

The funding is currently available through 01.2900.02.8580.170.00.00.00000.00000 for a total cost of \$140,582.50.

NEXT STEPS:

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

ATTACHMENTS:

1. Resolution
2. Procurement summary / Routing sheet
3. Dell Computer Quote 2024
4. Board Resolution 17-077
5. Dell Contract K4400028252
6. Dell Addendum K4400028252

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

Prepared By: Sterlin Stevens
Title: Director of Information Technology

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

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



4/15/2024

Lona Hankins
Chief Executive Officer

Date

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	177
ProjectSchedule Delivery Date	2/7/2024 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: NASH, CHET
Title: SENIOR NETWORK ADMINISTRATOR
Ext: 8318

B. Name of Project, Service or Product:

Dell Computer Purchase

C. Justification of Procurement:

To replace organizational desktop computers that have end of cycle

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director of Grants / Federal compliance:	
Signature	
Date	

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

Additional Safety Requirements Attached

false

Chief	Michael J. Smith
Signature	<i>Michael J. Smith</i>
Date	February 12 2024

Risk Management:

ROUTING SHEET

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst	Marc L Popkin
Signature	<i>Marc L Popkin</i>
Date	February 19 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: \$139,852.70

Total Projected Cost: \$139,852.70

Funding Type: Local

Federal Funding	State	Local	Other
		\$139,852.70	
Projected Fed Cost	State	Local	Other
		\$139,852.70	

FTA Grant IDs	Budget Codes
	1290002.8580.170

Funds allocated by multi-year and budget codes:

Year	Amount	Budget Code
Year-1		1290002.8580.170
Year-2		
Year-3		
Year-4		
Year-5		
Total all years		

Budget Analyst	Eugenie Fenerty
Signature	<i>Eugenie Fenerty</i>

ROUTING SHEET

Date	February 09 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	February 19 2024

DBE/EE Manager	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	February 19 2024

H. Information Technology Dept. vetting.

IT Director	Sterlin Stevens
Signature	<i>Sterlin Stevens</i>
Date	2/19/2024 8:49 PM

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

Department Head	Sterlin Stevens
Signature	<i>Sterlin Stevens</i>
Date	February 09 2024

Chief	Dwight Daniel Norton
Signature	<i>Dwight Daniel Norton</i>
Date	February 10 2024

Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	February 19 2024

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.

ROUTING SHEET

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

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

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

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

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

	Required if Total Cost above \$15K
Chief Financial Officer	Gizelle Johnson-Banks
Signature	<i>Gizelle Johnson-Banks</i>
Date	February 21 2024

	Required if Total Cost above \$50K
Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	February 21 2024



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jun. 02, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	140 Computer Refresh	Sales Rep	Shruti Agarwal
Quote No.	3000175370668.1	Phone	(800) 456-3355, 6179038
Total	\$140,582.50	Email	Shruti_Agarwal@Dell.com
Customer #	5682437	Billing To	STERLIN STEVENS
Quoted On	May. 03, 2024		REGIONAL TRANSIT AUTHORITY
Expires by	Jun. 02, 2024		2817 CANAL ST
Contract Name	Dell NASPO Computer		NEW ORLEANS, LA 70119-6301
	Equipment PA - Louisiana		
Contract Code	C000001115557		
Customer Agreement #	23026 / 4400028252		
Deal ID	26408274		

Message from your Sales Rep

ALL ORDERS ARE NOW BEING PROCESSED ONLINE SELF-CHECKOUT VIA PREMIER PAGE. Simple, Fast and Secure. Click dell.com/en-us/lp/dt/dell-premier?tfid=74216917 to access your Premier Page. Thank you! Shruti Agarwal (D) (512) 725-0429

Regards,
Shruti Agarwal

Shipping Group

Shipping To	Shipping Method
STERLIN STEVENS REGIONAL TRANSIT AUTHORITY 2817 CANAL ST NEW ORLEANS, LA 70119-6301 (504) 827-8322	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Micro (Plus 7010)	\$968.95	140	\$135,653.00
Dell 24 Monitor - E2423HN, 60.47cm (23.8")	\$98.59	50	\$4,929.50

Subtotal:	\$140,582.50
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$140,582.50
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$140,582.50

License Subtotal for Commitment Term: \$0.00

*Excludes Taxes

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Accelerate the power of AI for your data

Take the first step in achieving Generative AI success

[Learn More](#)

Shipping Group Details

Shipping To

STERLIN STEVENS
REGIONAL TRANSIT AUTHORITY
2817 CANAL ST
NEW ORLEANS, LA 70119-6301
(504) 827-8322

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
OptiPlex Micro (Plus 7010)	\$968.95	140	\$135,653.00
Estimated delivery if purchased today: May. 14, 2024 Contract # C000001115557 Customer Agreement # 23026 / 4400028252			

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro (Plus 7010)	210-BFXS	-	140	-
13th Gen Intel Core i7-13700T (8+8 Cores/30MB/24T/1.4GHz to 4.8GHz/35W)	338-CHDH	-	140	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	140	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	140	-
16GB (1X16GB) DDR5 Non-ECC Memory	370-AGWU	-	140	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	140	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	140	-
NO RAID	817-BBBN	-	140	-
Micro Plus with 35W CPU L5.5 FSJ local build	329-BHPL	-	140	-
US Power Cord	450-AAZN	-	140	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	140	-
Internal Antenna	555-BHDV	-	140	-
Wireless Driver, Intel(R) WiFi 6e AX211 2x2 (Gig+) + Bluetooth	555-BIIO	-	140	-
No Additional Video Ports	492-BCKH	-	140	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	140	-
Mouse included with Keyboard	570-AADI	-	140	-
No Cover Selected	325-BCZQ	-	140	-
Dell Additional Software	658-BFPY	-	140	-
ENERGY STAR Qualified	387-BBLW	-	140	-
Dell Watchdog Timer	379-BEZG	-	140	-
Quick Start Guide, OptiPlex Micro Plus	340-DDHH	-	140	-
Print on Demand Label	389-BDQH	-	140	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	140	-
Shipping Material	340-CQYN	-	140	-
Shipping Label	389-BBUU	-	140	-
FSJ Reg label 130W adaptor	389-FBSJ	-	140	-
Intel Rapid Storage Technology Driver MFF	658-BFQK	-	140	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	140	-
Desktop BTS/BTP Shipment	800-BBIP	-	140	-

130 Watt A/C Adapter	450-AMQF	-	140	-
CyberLink PowerDirector and PhotoDirector 2024	634-BYFS	-	140	-
Fixed Hardware Configuration	998-FZPR	-	140	-
No Option Included	340-ACQQ	-	140	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	140	-
Internal Speaker	520-AAVE	-	140	-
Intel vPro Enterprise	631-BBKP	-	140	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	140	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	140	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	140	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	140	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	140	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	140	-
No Accidental Damage Selected	981-4619	-	140	-
Foxit PDF Editor with AI Assistant	634-CHCK	-	140	-

Unit Price	Quantity	Subtotal
\$98.59	50	\$4,929.50

Dell 24 Monitor - E2423HN, 60.47cm (23.8")

Estimated delivery if purchased today:
May. 13, 2024
Contract # C000001115557
Customer Agreement # 23026 / 4400028252

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - E2423HN, 60.47cm (23.8")	210-BEMK	-	50	-
Dell Limited Hardware Warranty	814-9381	-	50	-
Advanced Exchange Service, 3 Years	814-9382	-	50	-

Subtotal:	\$140,582.50
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00

Total:	\$140,582.50
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



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

504.827.8300

www.norta.com

RESOLUTION NO. 17-077

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO RATIFY PURCHASE OF DESKTOP COMPUTERS FROM STATE
CONTRACT NO. 4400002525, SHI INTERNATIONAL CORP**

Introduced by Commissioner Daniels,
seconded by Commissioner Waiters.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) authorized the solicitation for purchase of Desktop Computers at the June 27, 2017 Board of Commissioners Meeting; and

WHEREAS, Regional Transit Authority, as a political subdivision of the State of Louisiana, is authorized to utilize cooperative purchasing agreements whenever possible; and

WHEREAS, the State of Louisiana, a public agency, properly issued a solicitation in compliance with the requirements of State Law and subsequently awarded a contract pursuant thereto, for Dell Desktop Computers; and

WHEREAS, staff has determined that the purchase through State Contract #4400002525 is most cost effective manner to acquire the Desktop Computers; and

WHEREAS, State Contract No. 4400002525 list SHI International Corp as an authorized distributor for Dell Computer Equipment according to the State of Louisiana Office of State Purchasing; and



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

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RESOLUTION NO. 17-077
Page 2

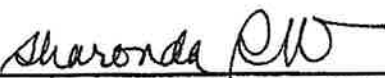
WHEREAS, funding for the above stated project is made available through, FEMA 1PWIP1687.1117.20328; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the Chairwomen of the Board, or her designee, is authorized to ratify the executed Purchase with SHI International for the sum of One hundred Forty-two Thousand, Six Hundred Sixty-three Dollars and Eighty-two cents (\$142,663.82).

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>2</u>

AND THE RESOLUTION WAS ADOPTED ON THE 22th DAY OF AUGUST 2017.



 SHARONDA WILLIAMS
 CHAIRWOMAN
 BOARD OF COMMISSIONERS

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM (“Addendum”)**



Computer Equipment, Peripherals & Related Services (2023-2028)

Administered by the State of Minnesota (“Lead State”)

MASTER AGREEMENT NO. 23026

Dell Marketing LP. (“Contractor”)

And

The State of Louisiana (“Participating State”)
Participating State Contract Number: 4400028252

The following products or services are included under this Participating Addendum and State Contract Number 4400028252:

- Band 1, Personal Computer Devices – Windows Operating Systems: Desktop, Laptops, and Tablets
- Band 2, Personal Computer Devices – Non-Windows Operating Systems: Desktop, Laptops, and Tablets
- Band 3 – Servers and Storage
- Equipment Leasing

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400028252:

- Professional Services, as defined in La. R.S. 39:1556(42)
- Consulting Services, as defined in La. R.S. 39:1556(10)
- Rentals
- Trade-In Program
- Takeback Program
- Alternative Financing Methods

1. Scope

This Participating Addendum covers the Computer Equipment, Peripherals & Related Services contracts led by the State of Minnesota along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives) authorized by the State of Louisiana’s statutes to use state contracts are subject to the prior approval of the State of Louisiana’s Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State’s program are solely within the authority of the State Chief Procurement Officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400028252 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through June 30, 2025, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400028252 may be extended in accordance with the terms and conditions of the Master Agreement.

4. Order of Precedence

In the event of conflict among the following documents, the order of precedence shall be as follows:

- a) This State of Louisiana Participating Addendum; This State of Louisiana Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of the Minnesota NASPO ValuePoint Master Agreement.
- b) The Minnesota NASPO ValuePoint Master Agreement (including negotiated Terms and Conditions)
- c) The Solicitation, including all Addendums; and
- d) Contractor Vendor's response to the Solicitation

5. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400028252 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

6. Leasing

- a) Leasing is allowed under this Participating Addendum and State Contract Number 4400028252 pursuant to the Master Lease Agreement (Louisiana) Between the State of Louisiana by and through the Office of State Procurement and Dell Financial Services L.L.C. ("Lessor) dated July 8, 2021 ("MLA") (DFS Master Lease Agreement Number: 574413-76446); any corresponding lease schedule(s) thereunder ("Schedule") duly executed by the parties (sample Schedule attached to the MLA); and the processes outlined in Attachment B – Lease Process to this Participating Addendum. In the event of a conflict between the terms of the MLA and the Master Agreement and this Participating Addendum, the terms of the MLA and Schedule will govern. In the event Participating State or eligible purchasing entity issues a purchase order to DFS for the products being financed under a MLA with DFS, any pre-printed terms on such purchase order are expressly rejected by DFS.
- b) Assignment by Participating State. Any assignment by the Participating State of its purchase order to a third-party financing company (other than and specifically excluding Dell Financial Services, L.L.C. pursuant to the above Subsection a) regarding permitted leasing) must be approved in advance in writing by the Contractor and in no case shall any such approval, excuse the Participating State from its obligations hereunder.
- c) Assignment by Contractor. Except as otherwise provided in Subsection a) above for leasing, the Contractor shall not subcontract or delegate the performance of its obligations under this Agreement in whole or in part, or any rights, duties, obligations or liabilities under this

Agreement by operation of law or otherwise, without the prior written consent of the Participating State (other than subcontractors retained by the Contractor from time to time in the ordinary course of business to perform CFI, warranty, break/fix, administrative and back office services who will not have access to Buyer's confidential data other than billing and contact information) and provided that Contractor shall remain responsible for the performance of its obligations under this Agreement.

7. Modifications and/or Additions to the Master Agreement

A. Configuration Dollar Limits:

The following configuration limits will apply to this Participating Addendum and State Contract Number 4400028252.

- Servers and Storage (SANs, etc.) per unit/configuration costs should not exceed \$500,000 each
- Desktop per unit/configuration costs should not exceed \$100,000 each
- Peripherals per unit cost should not exceed \$50,000 each

For the purpose of this Participating Addendum and State Contract Number 4400028252, "Configuration" is defined as "a total system configuration. This may include more than one (1) model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work."

- B. "Services" shall be limited to warranty services, hardware maintenance, initial installation, initial imaging of workstations, training directly related to the support of the hardware, excluding customized training and/or software training, and initial software imaging at time of installation upon request of the Purchasing Entity. General consulting and all forms of application development and programming services are excluded.

Installation is limited to the initial set-up and initial diagnostics of equipment and peripherals purchased from State Contract Number 4400028252. Installation is to be used only at the time of the purchase of the component(s) from State Contract Number 4400028252. Installation is not to be used for configuration or reconfiguration of network equipment, installation or rearrangement of in-building or outside wiring/cabling nor any other fashion.

- C. **Training** is limited to pre-developed training in support of products available through this Participating Addendum and State Contract Number 4400028252 that is included in a publicly available course catalog of training. **No customized training is allowed.**

D. Administrative Fee or Rebate:

The Contractor shall pay a one percent (1%) administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate shall be submitted quarterly within forty-five (45) days of the end of each quarter and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana through State Contract Number 4400028252. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400028252.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check

is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	November 14
Second Quarter	October 1 through December 31	February 14
Third Quarter	January 1 through March 31	May 15
Fourth Quarter	April 1 through June 30	August 14

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400028252 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

E. Usage Reports:

The Contractor shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for State Contract Number 4400028252 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400028252.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:
<https://www.doa.la.gov/doa/osp/vendor-resources/>.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400028252.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

F. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

G. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this

Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

H. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400028252 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

I. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 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 the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor's intentional violation of the Louisiana 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. A termination of this Participating Addendum shall not affect any previously placed Orders.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 at any time (1) by giving thirty (30) days written notice to Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the 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.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252; this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

J. Default of Contractor:

Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400028252 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

K. Governing Law:

This Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

L. Taxes:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

The Contractor shall be responsible for payment of all applicable taxes from the funds to be received under State Contract Number 4400028252.

M. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A-Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods. Use of the LaCarte card is at time of order placement only and is not permitted for payment of invoices issued by Contractor.

N. Late Payments:

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

O. Public Information:

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

P. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

Q. Code of Ethics:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252.

R. Right to Audit:

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 for a period of five (5) years from the date of final payment made under this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose.

In the event of any audit, inspections, or testing, notwithstanding any conflicting terms in the Master Agreement, Contractor agrees to grant access to Contractor's sales records only, at the expense of the Participating Entity in exercise of its rights, provided that Contractor operations are not adversely interrupted, and Contractor is not unduly burdened from the cost of such an audit, inspection, or testing. As Contractor is a reseller of third party Software and Services, when requested, Contractor will work with the Participating Entity and such third party to reasonably assist in obtaining access to such records or testing as may be available and as applicable to the performance under this Participating Addendum.

S. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 for a period of at least five (5) years after final payment.

T. Contractors Cooperation/Close-Out:

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

U. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Participating Addendum and State Contract Number 4400028252 and debarment from future contracts.

V. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

W. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252.

X. CyberSecurity Training:

a. In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request.

The Contractor must use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

- b. For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Y. Security:

Contractor's personnel will comply with all applicable security regulations provided to Contractor in advance, in effect at the State's premises, the Information Security Policy at: <https://www.doa.la.gov/oa/ots/about-us/infosec/>, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting to the State any known breach of security, Data Breach or Security Event as defined in the OTS Information Security Policy, no later than twenty-four (24) hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

Z. Insurance Requirements:

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400028252, or any order issued pursuant to State Contract Number 4400028252. Failure to comply shall be grounds for termination of this Participating Addendum, State Contract Number 4400028252 or any order issued pursuant to State Contract Number 4400028252.

8. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400028252 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400028252.

9. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Stephanie Storm
Address	One Dell Way Round Rock, TX 78682
Telephone	512-720-7634
E-mail	Stephanie_storm@dell.com

Participating State

Name	Felicia Sonnier
Title	Deputy Director
Address	Office of State Procurement 1201 North 3 rd Street, Claiborne Building – Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

10. Signature Authority

Evidence of signature authority to contract with the state of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

11. Authorized Distributors

All contractors, dealers, and resellers authorized in the State of Louisiana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

In order to be added to State Contract Number 4400028252 as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)



12. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400028252 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

13. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State: State of Louisiana	Contractor: Dell Marketing LP.
Signature: 	Signature: 
Name: Tom Ketterer	Name: Ana Pitti
Title: Director of State Procurement	Title: Paralegal Senior Analyst
Date: 10/31/23	Date: Oct 19, 2023

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

Please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	<input type="checkbox"/>	<input type="checkbox"/>
EFT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Chantell Ewing

Printed Name of Individual Authorized

Chantell Ewing
Authorized Signature for payment type chosen

10/24/23

Date

chantell_ewing@dell.com 5127203374

Email address and phone number of authorized individual

**ATTACHMENT B TO THE
PARTICIPATING ADDENDUM (LOUISIANA STATE CONTRACT NUMBER 4400028252)**

LEASE PROCESS

1.0 Description of Tasks / Services

Leasing under the NASPO ValuePoint Computer Equipment contract will be established for the use of equipment for a specific length of time at an agreed upon monthly rate.

The lease of equipment will require a Master Lease Agreement ("MLA") and a specific lease schedule ("Schedule", each executed Schedule being its own "Lease") for computer equipment awarded to the contract vendor under the NASPO ValuePoint Computer Equipment, Peripherals & Related Services contract. The Lease of equipment will be limited to products/bands awarded by NASPO for client devices, servers and storage as well as printers, rugged devices, LAN/WAN, storage devices and monitors, software and related services ("Products"). Subject to credit approval from the Lessor, leasing would be open to state agencies included within the Office of Technology Services (OTS), those not included in OTS and other entities authorized to purchase under the NASPO ValuePoint Contract (collectively "Eligible Entities").

To execute a Lease:

- 1) Master Lease Agreement - Eligible Entities must enter into its own separate MLA directly with Lessor. The MLA will set forth the terms and conditions upon which the Lessor shall lease to the Lessee and the Lessee shall lease from the Lessor the Products, as defined in the MLA and as described on each Schedule. The terms of such MLA and resulting Schedules shall supersede any conflicting terms and conditions contained herein.
- 2) Schedule - A Schedule is an annex to the MLA for Products specifically noted on said Schedule. Once the need to lease is determined, an MLA must be in place. A purchase order ("PO") is executed, the Product is shipped, and a Schedule is generated. The Schedule lists and describes the Products to be leased, required lease payments ("Payments"), and other terms applicable to the Lease. A new Schedule is generated whenever additional Products are to be leased and added under the MLA.

1.1 Process for Leasing

The following is the process for leasing through the OTS, for all Eligible Entities authorized to purchase under the NASPO ValuePoint contract.

1.1.1 OTS agency process for leasing:

- Agency Resource Managers ("ARM's") will initiate a service ticket on behalf of the agency for
 - Desired Products from the EUC list of standards along with any other specific requirements and quantities
 - Delivery locations
 - Desired timeline
- OTS will source and consider the leasing options between the NASPO vendors
- OTS will confirm that a signed MLA between OTS and Lessor is on file
- OTS will designate a project manager to prepare and provide the documentation for the SOW prior to a PO request (see 3.0 Supplement for required documentation)
- OTS procurement will execute a PO for each fiscal year of the Lease
- When the Product delivery is complete, OTS procurement will sign the Schedule and attach the signed copy to this SOW for their internal records.
- The Lessor will invoice OTS procurement

- OTS will bill the agency accordingly
- OTS will pay Lessor in accordance with the MLA terms.

1.1.2 Non OTS agencies recommended steps when leasing:

- Identify specific needs.
 - Determine specific Product needs, quantities, and shipping locations
 - Determine Lease duration: 36 months or 48 months
- Obtain a Lease quote
 - Quotes can be obtained through vendors who have signed the State's NASPO participating addendum and have elected to offer leasing.
 - Compare monthly and extended rates between vendors
 - Get a clear understanding of leasing terms and fees and responsibilities, both during and at the end of the contract.
 - Obtain all required documentation as described in the Supplement (see Section 3.0) of this document
- Secure proper approvals
- Obtain a signed MLA between the Non OTS agency and Lessor
- Create SOW (see Section 3.0 Supplement) with the NASPO Vendor and issue a PO to the Vendor and Lessor
- Take delivery
- Sign Schedule
- Lessor will invoice the Non OTS agency directly
- Non OTS agency shall pay Lessor directly all Payments due under the Lease

2.0 Responsibilities

The following are examples of the types of activities required of Contractor, Lessor and State for this Contract.

2.1 Contractor Responsibilities

For any Schedule associated with this Contract and as an annex to the MLA, Contractor is responsible for the following activities:

2.1.1 Contractor Responsibilities: Program Management

- Point of Contact: will act as a conduit between the Lessor, Eligible Entity and their internal resources. Will have the overall responsibility for the success of the project. In coordination with the Lessor, Contractor will be responsible for: (i) planning, execution, monitoring and will serve as a point of escalation throughout the term of the lease; and (ii) engaging the appropriate resources for planning, mid Lease communications, end of lease activities to insure deliverables of the Lease are met.
- Planning: is responsible for formulating a plan with the Eligible Entity and internal resources to meet the objectives and deliverables of the project and timeline.
- Communication: will align, manage tasks, sets deadlines, provide necessary resources, and schedule meetings and updates.
- Execution: will participate in and supervise the successful execution of each stage of the project until the project is completed.
- Time management: is responsible for resolving issues and communicating effectively with team member and other stakeholders to ensure the project stays on track.
- Documentation: Other than the Lease documents provided by Lessor, Contractor will be responsible for providing all other documentation (see Section 3.0) and Eligible Entity requested reports.
- Maintenance: will offer assistance until the rollout is completed. Will provide maintenance contacts and escalation processes for the duration of the Lease.

2.1.2 Contractor Responsibilities: Planning

- Communicate Products to meet the Eligible Entity objectives.

- Provide applicable Products according to the State's specification for development and testing.
- Preloading of software and Eligible Entity supplied image.
- In coordination with Lessor, communicate Lease and end of lease options.
- Provide quotes and if leasing is requested, coordinate any such quotes with Lessor.
- Schedule delivery of Products to Eligible Entity designated site/s, monitor and update Eligible Entity delivery timeframes.

2.1.3 Contractor Responsibilities: Mid-Lease

- Warranty service:
 - Respond to services request according to device entitlement secured at the time of the Lease.
 - Provide replacements for Product failures due to manufacturers defect within fourteen (14) working days.
 - Provide parts and services according to Product warranty entitlement (e.g. four (4) hr., next business day, Eligible Entity self-diagnose/repair, return to depot).

2.1.4 Contractor Responsibilities: End-of-Lease- FMV

- For Returned Products, the Contractor is responsible for:
 - Where the Eligible Entity requests End of Lease logistics or certified data wipes, Contractor will enter into a separate contract with the Eligible Entity to provide any such services.

2.2 Lessor Responsibilities

For any Schedule associated with this Contract and as an annex to the MLA, Lessor is responsible for the following activities:

2.2.1 Lessor Responsibilities: Program Management

- Point of Contact: Will act as the point of contact for all leasing and leasing related issues in coordination with the Contractor.
- Documentation: Will provide all Lease documents (see Section 3.0).

2.2.2 Lessor Responsibilities: Planning

- In coordination with Contractor, communicate Lease and End of Lease options.
- Provide leasing quotes when requested in coordination with Contractor.

2.2.3 Lessor Responsibilities: Mid-Lease

- Provide billing and invoicing in accordance with the terms and conditions of the MLA and corresponding Schedule.

2.2.4 Lessor Responsibilities: End-of-Lease-FMV

- No later than sixty (60) days before expiration, Lessor shall provide the Eligible Entity notification of the expiration date and work with Eligible Entity to determine their desired End of Lease options pursuant to the Lease and as shown below:
 - Return the Product; or
 - Purchase the Product at FMV; or
 - An extension of the Lease (six (6) month, twelve (12) month).
- In coordination with the Contractor and Eligible Entity, determine if a refresh option is appropriate and if so, enter into a new Schedule for new Products under the MLA.
- For Returned Products, the Lessor is responsible for:
 - Working with the Eligible Entity to identify the Products to be returned.
 - In coordination with Contractor, providing return and ship to location and information.

- Reporting within thirty-five (35) business days from the date of pick up showing Product info as well as a Product Settlement Report for any Product not returned or returned devices in unacceptable condition.
- Settlement report to show costs to repair of unaccepted Products as well as invoices for missing/damaged Products.

2.3 State Responsibilities

For any Schedule associated with the Contract and as an annex to the MLA, State is responsible for the following activities:

2.3.1 State Responsibilities: Program Management

- Point of Contact: is responsible for identifying internal resources for the Contractor and Lessor to work with throughout the term of each Lease.

Planning: is responsible for working with the Contractor and the Lessor to determine requirements of each Lease.

- Type of Lease: FMV
 - Product specifications
 - Product quantities
 - Ship to locations
 - Warranty and services (e.g., warranty and support, deployment services, custom services, end of lease options, etc.)
 - Installation/implementation schedules and timelines
 - End of Lease requirements
- Communication: will align resources, manage tasks, sets deadlines, schedule meetings and updates between Contractor, Lessor, and Eligible Entity resources.
 - Execution: will determine and communicate contact (e.g., procurement contact who will manage the Schedules, accounting for invoicing, receiving contact and deployment contact, etc.).
 - Time management: is responsible for communicating issues in a timely manner to allow the Contractor and Lessor to resolve such issues in an expedited manner to keep the project on task.
 - Documentation: will be responsible for: (i) the execution and timely return of all Lease and other documentation required by Lessor and Contractor; and (ii) capturing the appropriate data to manage the leased Products before, during and after the Lease.
 - Maintenance: will capture any issues and escalate timely to Lessor and Contractor, so that all maintenance issues are resolved before the return of Products at the end of the Lease.

2.3.2 State Responsibilities: Planning

- Meet with agency/department to finalize Product configurations, quantities, locations and timelines.
- Obtain leasing quotes for Products from Lessor and confirm deliverables with Contractor.
- Make sure Products have been tested and that required software and drivers are available.
- Communicate timelines to make sure site location is prepped and peripherals are available to ensure successful connectivity and installation (e.g., data migration, power, backups, installing cables, network jacks, etc.)
- Schedule resources to receive Products.
- Identify staff to install Products. Make logon ID's, passwords, domain specifications, personal settings available for the installation.
- Ensure all Products, systems, and related equipment are easily accessible to installer without the need to move furniture, and provide keys to any cable locks etc.
- Confirm shipping timelines with Contractor.

2.3.3 State Responsibilities: Mid-Lease

- Pay Lessor invoices in accordance with the terms of the Lease.
- Service requests:
 - Manage service requests through service desk.
 - Work with Contractor to diagnose and determine repair or replacement options based on the entitlement of the Product.
 - Work with Contractor to diagnose whether it's a hardware or software issue to determine if a Product needs to be reimaged.
 - Escalate promptly when Contractor services SLA's are not met.

2.3.4 State Responsibilities: End-of-Lease- FMV

- A sixty (60) day written notification prior to the expiration date of each Lease is required by the Lessor selecting one of the End of Lease options below:
 - Purchase Option: State may elect to purchase any or all of the Products from Lessor for an amount equal to the FMV of such Products at the end of the Lease. A partial purchase of the Products is permissible only so long as each unit of the Product that is purchased is the full and complete unit as originally delivered under the Lease (e.g., screen, keyboard, mouse, laptop, docking station and any/all memory and software, etc., as applicable to the Products on a specific Schedule).
 - Return Option: State may elect to return any or all of the Products to the Lessor. A partial return of the Products is permissible only so long as each unit of the Product that is to be returned is the full and complete unit as originally delivered under the Lease (e.g., screen, keyboard, mouse, laptop, docking station and any/all memory and software, etc., as applicable to the Products on a specific Schedule). The State will be responsible to work in cooperation with the Contractor for End of Lease return logistics purposes and Lessor to schedule the retrieval of the returned Products from the State installation sites. All Products shall be returned to Lessor in good repair and in the same condition and working order as when delivered to the State, excluding normal wear and tear. For any damaged Products, the State shall be charged by Lessor no more than the FMV for the applicable Products.
 - Continue Payments through a fixed extension (six (6) month, twelve (12) month): If this option is requested, the Lessor will continue to bill monthly at the current Payment until a written End-of-Lease notification is provided to the Lessor and the Products are returned.
 - New Schedule: The Eligible Entity will work with the Contractor and Lessor to determine Product specifications, quantities, delivery locations and coordinate timelines and processes for the return of the existing Products and the deployment of the new Products under any such new Schedule.
- Eligible Entity must locate and prepare the Products for return, and insure that:
 - All passwords and any Eligible Entity stickers are removed.
 - All Confidential data is deleted.
 - All Products are returned with all leased components (Charges may apply for missing items).

Eligible Entity is responsible for returning the Products in good repair and in the same condition and working order as when delivered to the Eligible Entity, pursuant to the Lease terms and conditions. In the case of missing or damaged Products or accessories, the Eligible Entity will be responsible for the replacement cost of such Products up to the FMV price.

3.0 SUPPLEMENT: Required Documents for leasing under the NASPO ValuePoint Contract

Documentation for Products selected/checked below will be made part of the SOW that will be required prior to the execution of a PO. Documentation attached as part of this SOW will be required for each PO and each Schedule entered into by the Eligible Entity and Lessor under the MLA.

Attachment I: Master Lease Agreement (“MLA”)	
Type of Lease	
	Fair Market Value Lease (“FMV”)
Lease Terms	
	36-month Lease Term
	48-month Lease Term
	Other
Attachment II: Warranty and Support Services	
	4hr Response
	Next Business Day
	Return to Depot
	Basic Support
	Premium Support
	Laptop Battery Extended Warranty
	Laptop Accidental Damage
	Warranty and Support Options Not Listed
Attachment III: Deployment Services	
	Onsite Installation
	Remote Installation
	Data Migration
	Rack and Stack
	Deployment Services Not Listed
Attachment IV: Custom Services	
	Custom Bios Services
	Custom Imaging
	Asset Tagging
	Spare Devices/ Parts Locker
	Technical Training and Certifications
	Custom Services Not Listed
Attachment V: Recommended Options - FMV Lease	
	Factory Integrated - Firmware based tracking, GPS, remote management, theft recovery, as well as deleting and freezing of leased devices
	Not Factory Integrated- Firmware based tracking, GPS, remote management, theft recovery, as well as deleting and freezing of leased devices
	End of Lease Asset Recovery Services (e.g., packaging and transport services, asset processing, reporting and settlement, etc.)
	Data Cleansing according to DOD standards with report- onsite
	Data Cleansing according to DOD standards with report- offsite
	Data Cleansing according to DOD standards- agency/self-sanitation
	Recommended Options Not Listed
Attachment VI: Vendor Quotes	
	Configuration Quote
	Lease Quote
Attachment VII: Other Required Documents	
	Lessor will need to supply the End of Lease documentation for Missing, Wrong & Damage Charges (for FMV Leases only).
	Delivery address, contact person and any special delivery requirements (e.g., dock with lift, stairs, etc.).

	All ancillary documentation to the executed MLA and Schedule(s) thereunder as required by Lessor (Secretary Clerk Certificate, Validity Opinion, etc.).
Attachment VIII: Lease Schedule	
	Signed Schedule with Leased Asset Report ("LAR") – to be attached once shipment is complete.
Attachment IX: End of Lease Settlement Charges	
	End of Lease Settlement Charges – to be attached at expiration of each Lease (for FMV Leases only).



STATE OF LOUISIANA

Competitive Contract

Vendor: 310011483
Company
DELL MARKETING LP
STATE & LOCAL GOVTS
ONE DELL WAY RR8 BOX 8741
ROUND ROCK TX 78682
Phone : 8009813355
Fax : 8004339527

T Number: 91752
Version: 4
LAPS Contract: Yes
Fiscal Year: 2024
Min.Ord.Value: 0.00
Distributor Contract: Yes
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400028252
Description: COMPUTER EQUIP/PERIPHERALS-DELL

Buyer Information
Name: ANNA COX
Tel Number: 2253428017
Email: anna.cox@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
01/25/2024 - 06/30/2025

Supplier Text: Statewide Contract for the State of Louisiana to furnish Computer Equipment, Peripherals & Related Services, for a period of January 25, 2024 and ending June 30, 2025.

Contract is in accordance with the Dell Marketing LP NASPO ValuePoint Cooperative Purchasing Program, Master Agreement No. 23026.

Inclusions:

Band 1, Personal Computer Devices - Windows Operating Systems: Desktop, Laptops, and Tablets
Band 2, Personal Computer Devices - Non-Windows Operating Systems: Desktop, Laptops, and Tablets

Band 3 - Servers and Storage
Equipment Leasing

Exclusions:

Professional Services, as defined in La. R.S. 39:1556(42)
Consulting Services, as defined in La. R.S. 39:1556(10)
Rentals
Trade-In Program
Takeback Program
Alternative Financing Methods

E-Quote to be obtained from the State of Louisiana Dell Marketing NASPO ValuePoint website:
<https://www.dell.com/en-us/dt/industry/state-local-government/contracts/naspo-computer/index.htm#accordion0>
and attached to the purchase order.

Recommending Approval: _____	Approved by: _____
-------------------------------------	---------------------------

Contract number: 4400028252 T Number: 91752	Vendor: 310011483 Distributor Contract: YES	Page 2 of 5
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Purchase Order to reference Master Agreement No. 23026 and State Contract No. 4400028252.

Leasing:

Leasing is allowed under this contract pursuant to the Master Lease Agreement (Louisiana) between the State of Louisiana by and through the Office of State Procurement and Dell Financial Services L.L.C. ("Lessor") dated July 8, 2021 ("MLA") (DFS Master Lease Agreement Number: 474413-76446); corresponding Lease Schedule ("Schedule") duly executed by the parties (same Schedule attached to the MLA); and the process outlined in Attachment B - Lease Process to the Participating Addendum. Please refer to State Contract Number 4400022552 - Master Lease Agreement - Dell Financial.

For assistance regarding this contact:

Stephanie Storm
512-720-7635
stephanie_storm@dell.com

Joey Cascio
225-281-1562
joey.cascio@dell.com

Contract documents include:
Attachment A - Participating Addendum - Pages 1 - 19

Notice to Vendor:

Line	Material No. ----- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		Computer Equip., Peripherals, Services	43211500		0.00000	

Standard Terms and Conditions

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

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

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

9. CONTRACT CANCELLATION

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

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

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:

310011483
DELL MARKETING LP
STATE & LOCAL GOVTS
ONE DELL WAY RR8 BOX 8741
ROUND ROCK TX 78682
Telephone: 8009813355
Fax: 8004339527

310284177
THE DRALA PROJECT INC
THE REDESIGN GROUP
2629 MANHATTAN AVE STE 307
HERMOSA BEACH CA 90254
Telephone: 424-207-1600

310117473
HI-TECH COMPUTERS OF RUSTON INC
316 E GEORGIA AVE
RUSTON LA 71270
Telephone: 318-232-2702
Fax: 318-255-3331

310005656
SHI INTERNATIONAL CORP
290 DAVIDSON AVENUE
SOMERSET NJ 08873
Telephone: (225)326-3962

310009578
CHERBONNIER MAYER & ASSOC INC
CMA TECHNOLOGY SOLUTIONS
8180 YMCA PLAZA DR
BATON ROUGE LA 70810
Telephone: 225-927-9200
Fax: 225-927-9443

310118196
WAYPOINT BUSINESS SOLUTIONS LLC
118 VINTAGE PARK BLVD W414
HOUSTON TX 77070
Telephone: 281-378-8049

310233406
AHEAD INC
401 N MICHIGAN AVE STE 3400
CHICAGO IL 60611
Telephone: 312-329-7880

310191740
WORLD WIDE TECHNOLOGY LLC
1 WORLD WIDE WAY
SAINT LOUIS MO 63146
Telephone: 314-995-6103

310274346
SUMMUS INDUSTRIES INC
77 SUGAR CREEK CENTER BLVD STE 420
SUGAR LAND TX 77478
Telephone: 281-640-1765
Fax: 281-640-1766



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

504.827.8300

www.norta.com

RESOLUTION NO. 24-018

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD CONTRACT TO DELL MARKETING LP FOR THE
REPLACEMENT OF ORGANIZATIONAL DESKTOP COMPUTERS**

Introduced by Commissioner Daniels,
seconded by Commissioner Neal.

WHEREAS, RTA operates four modes of services to the Greater New Orleans area. There are roughly 834 employees at RTA of which 228 serve in an administrative role requiring access to computers. The current organizational computer fleet is out of warranty and decreasing in count due to individual failures; the computer software is reaching end of support; and, each computer needs a memory increase to support current and future software needs; and

WHEREAS, the most recent upgrade to organizational computer needs occurred in August 2017 at which time a board package 17-077 was presented and approved by the RTA board for the replacement of all desktop computers. The original purchase was via State contract C00000010742 customer agreement MNWNC-108 / 4400002525. The life span of Dell desktop computers is 3 – 5 years; and

WHEREAS, the current organizational computer fleet is out of warranty; decreasing due to individual failures; software reaching end of support; and, needs a memory increase; and

WHEREAS, the staff determined that the purchase through State Contract #C000001115557 Customer Agreement # 23026 / 4400028252 is the most cost-effective manner to acquire the Desktop Computers, and



RESOLUTION NO. 24-018

Page 2

WHEREAS, over the interim 5.5 years, RTA added roughly 75 new employees to the roster. In doing so, new products were purchased using the same State Contract methodology. RTA sought to maintain contract, product, and supplier continuity via Dell services; and

WHEREAS, the staff determined that the purchase through State Contract #C000001115557 Customer Agreement # 23026 / 4400028252 is the most cost-effective manner to acquire the Desktop Computers; and

WHEREAS, the purchase of the computers came with a three (3) year warranty which has since expired. A number of the 2017 computer purchases were removed from service due to hardware failure, and support requests continue to be logged for desktop computer errors/failures. Replacing the organizational desktop computers restores the ability of the administrative staff to be able to provide continuous service to employees and the community; and

WHEREAS, the 2017 purchased computers are Windows 10 products. Windows 10 is nearing its end of support. Updates and Software releases are already being released via Windows 11. The new desktops will come with Windows 11 already installed. Furthermore, the new computers come with double (16GB) the memory of the previous desktops (8GB) thereby enabling administrators the capability and bandwidth to perform within updated software specifications; and

WHEREAS, the funding is currently available through 01.2900.02.8580.170.00.00.00000.00000 for a total cost of \$140,582.50; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, to award the contract to Dell Marketing, LP for the replacement of organizational desktop computers.



RESOLUTION NO. 24-018

Page 3

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>2</u>

AND THE RESOLUTION WAS ADOPTED ON THE 28th OF MAY 2024.

A handwritten signature in black ink that reads "Mark Raymond, Jr." with a stylized flourish at the end.

MARK RAYMOND, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 24-015

Board of Commissioners

Purchase Para/Support Vehicle Wrecker

DESCRIPTION: Paratransit Department tow truck purchase.	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to award a bid contract in the amount of \$246,179 to Kenworth for the purchase of a wrecker.

ISSUE/BACKGROUND:

RTA’s current mid-duty tow truck wrecker has a manufacturing year of 2009 and has reached the end of its useful life. This wrecker has been out of service for months at a time due to mechanical issues, which forces the agency to reach out to outside entities for towing services. This adds to the out-of-service time of any down vehicle and increases the expense cost. In some cases, not having a tow truck ready to be used causes service delays for the agency. In all, we will be replacing the current tow truck that has reached its end-of-life period.

DISCUSSION:

The agency is seeking to purchase a tow truck for the paratransit/support fleet. This wrecker will be used for recovering the agency’s vehicles in both paratransit and support fleets. Paratransit has an active fleet count of around 62. The support fleet has a count of around 75 active vehicles. If there is a mechanical issue with any of the agency’s vehicles and recovery is needed, the mid-duty tow truck will be able to address the issues and take the downed unit to the proper location to be repaired. The agency’s current tow truck has reached its end-of-life period and has been inconsistent in providing the agency with a reliable means to recover vehicles. Purchasing a mid-duty tow truck will reduce service costs to outside companies.

FINANCIAL IMPACT:

RTA has solicited this purchase for bid IFB# 2023-021 and of the two bidders Kenworth was accepted. Funding is available through grant funding LA2022-022.1113.114211; the estimated project cost is \$246,179.

NEXT STEPS:

When approved to proceed, the team will continue to develop this proposal following the notice of funding for the bid contract award.

ATTACHMENTS:

1. Resolution
2. Administrative Bid Review
3. Procurement Summary

Prepared By: Alger Pennaman II
Title: Fleet Asset Manager

Reviewed By: Ryan Moser
Title: Chief Asset Manager Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



3/5/2024

Lona Edwards Hankins
Chief Executive Officer

Date

**Regional Transit Authority
Administrative Review Form**

Project Name: Wrecker Truck

Type of Solicitation: IFB 2023-022 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)
Kenworth	N/A	0%	\$246,179.00
Empire Truck Sales	N/A	0%	\$299,916.00

*Indicates certified DBE or SLDDBE 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
Kenworth	Y	Y	Y	Y	Y	N/A	Y	N/A	N/A
Empire Truck Sales	Y	Y	Y	Y	Y	N/A	Y	N/A	N/A

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

Vendor Name: Kenworth

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
Kenworth	N/A	Y	N/A	N/A	Y	Y		N/A	N/A
Empire Truck Sales	N/A	Y	N/A	N/A	Y	Y		N/A	N/A

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

Vendor Name: Kenworth.

Certified by: Name and Title Briana Howze, Contract Administrator

PROCUREMENT SUMMARY-IFB 2023-022

REQUIREMENTS

A Solicit Request Routing Sheet for Wrecker Truck with attached scope of work was received by Procurement from automated procurement system on November 1, 2023.

There was a no DBE goal for this solicitation.

SOLICITATION

Invitation for Bid (IFB) No. 2023-022 Public Notice was published in The Advocate. The Public Notice and the IFB 2023-022 was posted on the RTA website beginning 11/08/2023. The IFB submittal deadline was 12/11/2023 at 2:00 pm.

RFP SUBMITTAL

Submittal deadline was 12/11/2023 at 2:00 pm. Briana Howze handled the receipt of all submissions received. Two (2) bids were received.

DETERMINATION

Two (2) responsive bid were received.

SUBMITTAL ANALYSIS

<u>Respondents</u>	<u>Price</u>
Kenworth	\$246,179.00
Empire Truck Sales	\$299,916.00

SUMMARY

An Administrative Review was prepared by Briana Howze

Kenworth is recommended for award as their price was determined to be fair and reasonable



Regional Transit Authority Solicitation Request Routing Sheet

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

Solicitation ID	151
ProjectSchedule Delivery Date	August 2, 2024
Technical Specs attached	No
Scope of Work attached	Yes

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

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

B. Name of Project, Service or Product:
 Support Vehicle Wrecker

C. Justification of Procurement:

Paratransit maintenance are in need of a new tow truck. Paratransit Maintenance tow truck has reached its end of life period. The agency is seeking to purchase a tow truck for paratransit/support fleet. In all, we will replace the worn tow truck that in in use. These truck will be used in for vehicle recovery in both para and support fleet.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

Director Grants / Federal Compliance	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	February 07 2024

E. Information Technology:

IT Dept Head	Sterlin Stevens
Signature	<i>Sterlin Stevens</i>
Date	2/22/2024 9:24 PM

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

Additional Safety Requirements Attached:

Chief	Michael J. Smith
Signature	<i>Michael J. Smith</i>
Date	February 19 2024



G. Risk Management:

Include Standard Insurance Provisions Only?

Yes

Include Additional Insurance Requirements Attached ?

Risk Management Analyst	Mark Anthony Major
Signature	<i>Mark Anthony Major</i>
Date	February 22 2024

H. Funding Source:

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

Multiple Years allocation if required:

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

Independent Cost Estimate (ICE): \$250,000.00

Projected Total Cost: \$250,000.00

Funding Type: Federal

Federal Funding	State	Local	Other
\$250,000.00			
Projected Fed Cost	State	Local	Other
\$250,000.00			

FTA Grant IDs	Budget Codes
LA2022-022.1113.114211	

Budget Analyst	
Signature	
Date	



I. DBE/SBEGoal:

% DBE	0
% Small Business	0

Director Business	Small	Adonis Charles Expose'
Signature		<i>Adonis Charles Expose'</i>
Date		February 22 2024

DBE/EECompliance Manager		Adonis Charles Expose'
Signature		<i>Adonis Charles Expose'</i>
Date		February 22 2024

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

Department Head	Jacques Robichaux Sr.
Signature	<i>Jacques Robichaux Sr.</i>
Date	February 05 2024

Chief	Ryan Moser
Signature	<i>Ryan Moser</i>
Date	February 19 2024

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

FOR PROCUREMENT USE ONLY

Type of Procurement Request:

IFB - Invitation for Bid

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

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

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

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

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

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

Required if Total Cost above \$15K	
Chief Financial Officer	Gizelle Johnson-Banks



Signature	<i>Gizelle Johnson-Banks</i>
Date	February 23 2024

Required if Total Cost above \$50K	
Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	February 23 2024



RESOLUTION NO. 24-019

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO KENWORTH OF LOUISIANA FOR
THE PURCHASE TOW TRUCK.**

Introduced by Commissioner Neal,
seconded by Commissioner Daniels.

WHEREAS, the Chief Executive Officer of the RTA has the need to purchase a mid-duty tow truck; and

WHEREAS, the purchase of this vehicle will enable the RTA maintenance department to effectively tow any paratransit or support vehicle in the agency that may become inoperable; and

WHEREAS, staff has evaluated and published a competitive bid IFB# 2023-022 on the purchase of mid-duty tow truck which resulted in Kenworth of Louisiana being the lowest bidder ; and

WHEREAS, funding for the above-stated project is made available through Grant LA2022-022.1113.114211; and

WHEREAS, RTA's Disadvantage Business Compliance Manager determined that there was no DBE goal set for this project since there are no subcontracting opportunities; and

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



RESOLUTION NO. 24-019

Page 2

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 Kenworth of Louisiana for a tow truck in the amount of TWO HUNDRED FORTY SIX THOUSAND ONE HUNDED SEVENTY NINE;

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>2</u>

AND THE RESOLUTION WAS ADOPTED ON THE 28th DAY OF MAY.

MARK RAYMOND JR.
CHAIRMAN
BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 24-030

Board of Commissioners

Canal Streetcar Axle Repairs

DESCRIPTION: A request for Brookville to repair twelve (12) damaged axles	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 purchase order to Brookville Equipment Corp for the repair of twelve damaged axles for the Canal Streetcars for \$153,576.00.

ISSUE/BACKGROUND:

The Canal Streetcars were built in-house at the Carrolton Facility in 2006. The designs and most of the parts for these cars are held by Brookville. Many of these parts are only available through Brookville due to proprietary part designs. The axles on the Canal streetcars are among the parts that have deteriorated. These axles need to be repaired by the agency because they are currently damaged and leaking.

DISCUSSION:

The Canal Streetcar fleet has had twelve axle failures due to leakage and excessive wear. These axles were designed by Brookville Corp, and all have damage that's beyond the scope of repairs that can be completed in-house, causing the need for OEM repairs. The RTA was awarded funds through LA-2021-028 ALI 12.14.30 to make repairs to streetcars.

FINANCIAL IMPACT:

Funding is available through grant funding (LA-2021-028 ALI 12.14.30), total estimated cost of this equipment is \$153,576.00.

NEXT STEPS:

When approved to proceed, the team will execute the purchase order for the needed axle repairs.

ATTACHMENTS:

1. Resolution

2. Routing Sheet

3. Quote

Prepared By: Floyd Bailey Jr
Title: Director of Rail Maintenance

Reviewed By: Ryan Moser
Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



4/30/2024

Lona Edwards Hankins
Chief Executive Officer

Date



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

FOR PROCUREMENT USE ONLY:

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

1. The materials/services listed on Requisition number #RTAR_00682 is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.
2. This acquisition is restricted to the following source:

MANUFACTURER	
Manufacturer Name	Brookville Equipment Corp
Manufacturer Address	175 Evans St PO Box 130 Brookville, Pa 15825
Manufacturer's Dealer/Representative	Dan Eberts
Dealer/Representative address and Phone	175 Evans St PO Box 130 Brookville, Pa 15825 814-849-2000

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

DESCRIPTION	
Materials/Services/Product	Brookville Equipment Corp
Estimated Cost	\$153,576.00
Required Delivery Date	May 31, 2024

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

Brookville designed these axles for the cars that were used for the original build. Brookville holds the proprietary parts for these axle designs, and in order to purchase axles rebuilds for our streetcars that have worn out, we must purchase these axles from Brookville. Our current axles are leaking and damaged beyond the scope of repairs that can be completed in house causing the need for OEM repairs.

5. Reason for sole-source

Patent, copyright, or proprietary data limits



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

Unique Capability or Availability
 Patents or Restricted Data Rights

CERTIFICATION

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

REQUESTOR	
Request ID #	158
Name	BAILEY, FLOYD JR
Title	DIRECTOR OF RAIL MAINTENANCE
RTA Extention	8460

BAILEY, FLOYD JR

March 20, 2024

Requestor

Date

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

Department Head: Floyd Bailey Jr

Floyd Bailey Jr

March 27 2024

Signature

Date

B. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

Director of Grants/ Federal Compliance : Ronald Gerard Baptiste

Ronald Gerard Baptiste

March 28 2024

Signature

Date

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

Additional Safety Requirements Attached



Chief: Michael J. Smith

Michael J. Smith

March 29 2024

Signature

Date

Risk Management:

Include Standard Insurance Provisions Only?

true

Include Additional Insurance Requirements Attached ?

false

Risk Management Analyst: Marc L Popkin

Marc L Popkin

March 31 2024

Signature

Date

D. Funding Source:

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

Multiple Years allocation if required:

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

Estimated Amount: \$153,576.00

Total Estimated Cost: \$153,576.00

Funding Type: Federal

Federal Funding	State	Local	Other
\$685,000.00			
Projected Fed Cost	State	Local	Other
\$153,576.00			

FTA Grant IDs	Budget Codes
----------------------	---------------------



LA2021-028 ALI 12.14.30	

Budget Analyst:

Signature

Date

E. DBE/SBE GOAL:

0	% DBE
0	% Small Business

Director of Small Business Development:

Adonis Charles Expose

Adonis Charles Expose

Signature

March 31 2024

Date

DBE/EEO Compliance Manager:

Adonis Charles Expose

Adonis Charles Expose

Signature

March 31 2024

Date

F. Information Technology Vetting:

IT Director: Sterlin J Stevens

Sterlin J Stevens

Signature

April 1, 2024

Date

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

Chief: Ryan Moser

Ryan Moser

Signature

March 28 2024

Date

Director of Procurement: Ronald Gerard Baptiste

Ronald Gerard Baptiste

Signature

April 01 2024

Date

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

Gizelle Johnson-Banks

Gizelle Johnson-Banks

April 02 2024



Signature

Date

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

Lona Edwards Hankins

Lona Edwards Hankins

April 03 2024

Signature

Date

Brookville Equipment Corporation

Our Quotation # 240947-00
03/01/2024

BROOKVILLE
175 Evans Street PO Box 130
Brookville, Pa 15825
Phone (814) 849-2000 Fax (814) 849-2010

To :
REGIONAL TRANSIT AUTHORITY
ACCOUNTING DEPARTMENT
2817 CANAL STREET
NEW ORLEANS LA 70119
United States

Quotation Status : Awaiting Approval
Quotation Valid Thru : 04/05/2024
Terms : NET 30

We are pleased to quote your requirements as shown below. Our company has a reputation for delivering quality products on time and we look forward to the opportunity of serving you.

Attn: Floyd Bailey Jr.

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	Default AXLE LEAK REPAIR Rev NS U/M EA Brookville will install new journal bearings with seals and install new axle seals with bearings. Please see attached drawings that list the specific components that will be replaced. If we find there is any damage to the axle upon inspection we will then have to perform a complete axle overhaul and will have cost implications and lengthy lead times. The ground brushes, wheels and gearsets are not a part of this quick overhaul. Includes Shipping.	12.00	12,798.0000	\$ 153,576.00

Total Items Price \$ 153,576.00

Brookville Equipment Corporation Sales Order Standard Terms and Conditions are an integral part of this order. They are included herein by reference and are available at

<http://www.brookvillecorp.com/salesterms.asp>

Quotes are valid for 15 days upon the date submitted unless otherwise noted in the expiration date. If placing this order, please mention the quote number within your purchase order.

Thanks again for your interest in our company as one of your suppliers.

Customer

Authorized Signature

BROOKVILLE Equipment Corporation

Terms & Conditions of Sale

1. **OFFER AND ACCEPTANCE.** This writing constitutes an offer by BROOKVILLE Equipment Corporation ("BROOKVILLE") to sell the equipment described herein ("Equipment") in accordance with these terms and conditions. This writing is not an acceptance of any offer made by Purchaser and is expressly conditioned upon Purchaser's assent to these terms and conditions. Purchaser will be deemed to have assented to these terms and conditions when: (a) Purchaser signs and delivers to BROOKVILLE an acknowledgment copy of any of BROOKVILLE's sales quotation, order acknowledgment or invoice forms; (b) Purchaser has received delivery of the whole or any part of the Equipment described herein; or (c) Purchaser has otherwise assented to the terms and conditions hereof. No additional or different terms or conditions will be binding upon BROOKVILLE unless specifically agreed to in writing. BROOKVILLE hereby objects to any such additional or different provisions contained in any purchase order or other communication heretofore or hereafter received from Purchaser. Failure of BROOKVILLE to object to any terms or conditions which may be contained in any document or form of Purchaser shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms and conditions.

2. **TERMS OF PAYMENT.** Unless otherwise specified on the face hereof or in BROOKVILLE's Sales Order Acknowledgment, payment is due, according to BROOKVILLE's quoted terms and option, either upon presentation of shipping documents or 30 days from date of invoice, subject to BROOKVILLE's approval of Purchaser's credit. BROOKVILLE may at any time change credit or payment terms or require payment in advance. If, in the judgment of BROOKVILLE, the financial condition of Purchaser at any time does not justify continuing any terms of payment, BROOKVILLE may require full or partial payment in advance. Invoices will be dated as of the time BROOKVILLE is prepared to make shipment. Delays or deferrals of delivery, for any reason (including inspections by federal/state officials), whether or not at the request of Purchaser, shall not extend the terms of payment.

Interest will be charged at the rate of 1.5% per month (compounded), or the highest rate permitted by applicable law, whichever is less, on accounts past due. Notwithstanding the above, at its option at any time, BROOKVILLE may require Purchaser to make payment by irrevocable letter of credit, and may defer shipment or cancel any order if Purchaser does not promptly provide such a letter of credit. Any such letter of credit shall be issued for BROOKVILLE's benefit by a prime U.S. bank, shall be subject to and governed by the Uniform Customs and Practice for Documentary Credits (ICC Publication No. 400, 1983 Revision), shall provide for payment against BROOKVILLE's invoice and bill of lading, and shall be in form and substance satisfactory to BROOKVILLE.

3. **TAXES:** The quoted purchase price may be increased to the extent that BROOKVILLE's cost of the product sold hereunder may be increased as a result of any agreements, codes, or legislative enactments made or enacted pursuant to federal, state or municipal legislation. In addition to paying the quoted purchase price, Purchaser is solely liable for any excises, levies or taxes which BROOKVILLE may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods covered hereby, and Purchaser agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.

4. **TITLE AND SECURITY INTEREST.** Until BROOKVILLE collects in full all amounts owed by Purchaser to BROOKVILLE for the Equipment, BROOKVILLE retains title to the Equipment; and Purchaser grants to BROOKVILLE a continuing security interest in and a lien upon the Equipment and the proceeds thereof (including insurance proceeds), as security for the payment and performance of all present and future obligations of Purchaser to BROOKVILLE. Purchaser shall execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which BROOKVILLE may consider necessary, desirable or appropriate to establish, perfect or protect BROOKVILLE's title, security interest and lien. In addition, Purchaser authorizes BROOKVILLE and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things in Purchaser's name and on Purchaser's behalf. Such documents and instruments may also be filed without the signature of Purchaser to the extent permitted by law.

5. **CLAIMS.** Purchaser shall inspect the Equipment immediately upon arrival and immediately file with the delivering carrier claims for loss or damage during transportation; BROOKVILLE must be notified immediately in writing of any such claims. All other claims must be made in writing to BROOKVILLE within ten days from receipt of the Equipment. Purchaser's failure to give such notice shall constitute unqualified acceptance of all shipments made prior to BROOKVILLE's receipt of Purchaser's notice of claim, and shall constitute a waiver of all such claims by Purchaser. BROOKVILLE shall not be responsible or liable for any damage due to improper storage or handling prior to installation and start-up. Purchaser shall provide BROOKVILLE with an opportunity to inspect all Equipment with respect to which a claim is made, either at Purchaser's or BROOKVILLE's premises. BROOKVILLE shall not credit Purchaser for any Equipment or parts returned to BROOKVILLE or any costs incurred by Purchaser for the repair thereof, as the case may be, without BROOKVILLE's prior written consent therefore, nor shall BROOKVILLE be responsible for any such Equipment or parts.

6. **RETURNS:** No goods shall be returned for credit without first obtaining written consent from BROOKVILLE via BROOKVILLE's approved Return Material Authorization (RMA)

7. **WARRANTY:** BROOKVILLE warrants that it shall repair or replace, at its option and FOB its factory, their manufactured products furnished under this Agreement that are found to be defective in material and workmanship, provided that BROOKVILLE receives written notification of any such defect within one (1) full year from the date of Shipment, unless quoted otherwise. Warranties shall not apply to defects caused as a result of misuse, abuse, normal wear and tear, modification, or lack of recommended maintenance, and do not include the costs of labor or travel time and expense for performance of any warranty that takes place at Purchaser's site. In the case of pre-purchased items such as engines, transmissions, and final drives, all warranties pass from BROOKVILLE (seller) to Purchaser (customer) from the component manufacturer to the extent that such warranties allow and Purchaser agrees to look only to such component manufacturer's warranties on components. BROOKVILLE agrees to provide reasonable assistance to Purchaser in obtaining satisfaction from component manufacturer.

BROOKVILLE MAKES NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE FOREGOING CONSTITUTES BROOKVILLE'S SOLE OBLIGATION AND THE EXCLUSIVE REMEDIES OF PURCHASER FOR ANY BREACH BY BROOKVILLE OF THE WARRANTIES CONTAINED HEREIN. BROOKVILLE'S aggregate liability hereunder shall be limited to the repair, replacement, or re-performance described above, and shall in no case exceed the lesser of one half (½) the contract price or five hundred thousand dollars (\$500,000).

WARRANTY WORK PERFORMED

An inspection of any warranty claim will be performed at location of the Equipment, and if warranty work is determined necessary, all such work will be performed by authorized BROOKVILLE representatives and by original component manufacturer(s). In some instances BROOKVILLE will supervise customer's trained maintenance personnel who will perform work.

In any instance where warranty or repair work is not permitted at Equipment's location, customer will pay freight charges to send Equipment to authorized service facility or to factory.

ADT0022

Revision Level 000

8. **LIMITATION OF LIABILITY:** Manufacturer's liability to Buyer on any claim, whether based on contract, warranty, tort (including negligence or for property damage or death), strict liability, or other grounds, for any loss or damage arising out of or in any other manner connected with the performance or breach of Sales Contract or from the operation, or use on any Equipment manufactured by BROOKVILLE is in no case greater than the price paid for such Equipment or their part, which gives rise to such claim. BROOKVILLE is not liable to Buyer for special incidental or consequential damages; these include but are not limited to: loss of production, profits or revenues; loss of use of equipment or other items or any associated equipment; cost of capital, facilities or services; downtime costs; or claims of customers or buyers for these damages, even if BROOKVILLE has been advised of the possibility of such loss or damage. Buyer shall institute suit or claim with respect to any cause of action within one year after it arises, or shall be barred from doing so. The parties agree that without this limitation of liability the company would not have agreed to the price or terms and conditions of this agreement.

9. **FORCE MAJEURE.** BROOKVILLE shall not be liable for any damage as a result of any delay or failure to deliver or otherwise to perform due to causes, whether or not foreseeable, beyond BROOKVILLE's reasonable control. Such causes include, without limitation, any event referred to as an act of God; any act of Purchaser; any embargo or other governmental act, regulation, or request; any fire, flood, accident, or other natural disaster; any sabotage, strike, slowdown, or other labor difficulties; any war, terrorism, or riot; any delay in transportation, defaults of common carriers, inability to obtain necessary labor, materials, or manufacturing facilities, or emergency requirements of other customers. In the event of any such delay, delivery date(s) shall be extended by a time at least equal to the period of the delay and its consequences, plus a reasonable time to resume performance, or BROOKVILLE, at its sole discretion, may cancel this contract without liability to the Purchaser.

10. **STORAGE.** If the Equipment is not shipped within fifteen (15) days after notification to Purchaser that it is ready for shipping, for any reason beyond BROOKVILLE's reasonable control, including Purchaser's failure to give shipping instructions, BROOKVILLE may store such Equipment at the Purchaser's risk and expense in a warehouse or yard or at an area designated by BROOKVILLE. During any period of delay or deferment requested by Purchaser, Purchaser shall pay all handling, transportation, and storage charges, and service/QA re-work to prepare for shipment at the prevailing commercial rates upon submission by BROOKVILLE of invoices therefore. Purchaser may not obtain any delay or deferment of delivery unless BROOKVILLE agrees thereto in writing. In no event will BROOKVILLE agree to any such delay or deferment unless Purchaser establishes good and sufficient cause therefore, to the satisfaction of BROOKVILLE, and unless Purchaser agrees in writing to terms acceptable to BROOKVILLE. No period of delay or deferment at the request of Purchaser may exceed 60 days.

11. **INSTALLATION AND OPERATION OF EQUIPMENT; INDEMNIFICATIONS.** Purchaser shall install, operate and maintain the Equipment, and shall require its employees and agents to operate the Equipment, in compliance with BROOKVILLE's instructions and operating manuals and under normal conditions, safe operating procedures and proper supervision. Except as otherwise provided herein, BROOKVILLE is not responsible for providing or installing any guards or safety devices, whether or not required or recommended under the Occupational Safety and Health Act or the safety regulations of any jurisdiction; this remains the responsibility of Purchaser. Purchaser shall provide, install and use, and shall require its employees and agents to use, all such guards and safety devices and shall maintain such guards and safety devices in proper working order. Purchaser shall indemnify and hold BROOKVILLE free and harmless of and from any and all claims, liabilities and obligations with respect to any personal injuries or property damage directly or indirectly related to the operation or use of the Equipment. Purchaser shall also notify BROOKVILLE promptly, and in any event not later than 10 days after Purchaser has notice or knowledge thereof, of any accident or malfunction involving the Equipment resulting in any personal injury or property damage and shall cooperate fully with BROOKVILLE in investigating and determining the causes of such accident or malfunction. Purchaser shall indemnify and hold BROOKVILLE free and harmless of and from any and all claims, liabilities and obligations relating to such accident or malfunction.

12. **CANCELLATION/CHANGE ORDERS:** Order cancellation penalties for any order in process - If the order is cancelled or quantities are reduced by Customer before the Equipment is completed; Customer shall be obligated to all of the following: a) Reimburse BROOKVILLE for all labor and materials in house or on order for the cancelled Equipment. b) Purchase certain components originally planned into this Equipment that are of a type or quantity deemed by BROOKVILLE to be not normally stocked. c) Shall be liable for a restocking charge of 25% of normal Customer selling price for components restocked by BROOKVILLE or its suppliers. Order cancellation penalties for completed Equipment - If the order is cancelled or quantities are reduced by Customer which affects a piece of Equipment that is completed, Customer is liable for the completed price of that Equipment. BROOKVILLE will do its best to accommodate Purchaser required change orders, however the Purchaser is responsible for any and all costs related to such. Delivery schedule is subject to impacts due to Purchaser required change orders.

13. **SHIPMENT:** Standard delivery terms are Ex-Works, BROOKVILLE, PA. Purchaser shall assume all risk of loss or damage upon delivery by BROOKVILLE to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of BROOKVILLE's acceptance of any order or orders placed by Purchaser and are estimates of approximate dates of delivery, not a guarantee of a particular date of delivery.

14. **BROOKVILLE'S REMEDIES.** In the event that Purchaser fails to make any payments when due, fails to take delivery at the specified time or destination or, by any action or inaction, prevents or frustrates any delivery or any shipment to effect delivery, or otherwise defaults in the performance of these terms, BROOKVILLE may cancel or terminate the Contract of Sale. In the event of any such cancellation or termination, Purchaser shall pay to BROOKVILLE (a) the prices specified for all Equipment completed prior to such cancellation or termination; (b) the amount of BROOKVILLE's expenditures and financial obligations in connection with all unfinished Equipment, including without limitation, any cancellation charges paid by BROOKVILLE or for which BROOKVILLE may be liable with respect to commitments made by BROOKVILLE in connection with the Equipment; and (c) the amount of BROOKVILLE's loss of profits, as determined by BROOKVILLE, arising out of such cancellation or termination. The rights and remedies of BROOKVILLE hereunder are not exclusive but are in addition to any other rights and remedies which shall be available to BROOKVILLE under applicable law.

15. **GOVERNING LAW.** This contract and these terms and conditions shall constitute the entire agreement between BROOKVILLE and purchaser, and shall be governed by and construed according to the internal laws of the Commonwealth of Pennsylvania and of the United States of America (without reference to principles of conflicts of laws). The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 U.N. convention on contracts for the international sale of goods.

Revision Date 4/30/2015

Issue Date 4/30/2015



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6307

RESOLUTION NO. 24-020

STATE OF LOUISIANA
PARISH OF ORLEANS

AUTHORIZATION TO AWARD A CONTRACT TO BROOKVILLE EQUIPMENT CORPORATION FOR THE REPAIR OF 12 CANAL STREETCAR AXLES

Introduced by Commissioner Neal, seconded by Commissioner Sams.

WHEREAS, the Chief Executive Officer of the RTA needs to make repairs to 12 Canal Streetcar axles; and

WHEREAS, the repair of these 12 axles will enable the RTA to effectively carry out its day-to-day operation; and

WHEREAS, RTA’s Disadvantage Business Compliance Manager determined that there was no DBE goal set for this project; and

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

WHEREAS, it is the opinion of the RTA Board of Commissioners that the repair of these 12 streetcar axles is critical to maintaining the function, reliability, and support of streetcar operations on behalf of the Regional Transit Authority; and

WHEREAS, funding of ONE HUNDRED AND FIFTY-THREE THOUSAND FIVE HUNDRED AND SEVENTY-SIX DOLLARS (\$153,570.00) for the above repairs is made available through Grant LA-2021-028 ALI 12.14.30.

Commented [RM1]: Need dollar value spelled out

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby approves the attached.

RESOLUTION No. 24-020

Page 2

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>2</u>

AND THE RESOLUTION WAS ADOPTED ON THE 28th DAY OF MAY, 2024.



MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 24-036

Board of Commissioners

Thomas Jefferson (TJ) Drydocking & Maintenance

DESCRIPTION: Request for Authorization to Award for Drydocking & Maintenance of the Thomas Jefferson (TJ) vessel.	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 for Drydock & Maintenance in response to RFP # 2024-014 to Bollinger Quick Repair LLC in the amount of \$1,621,436.00.

ISSUE/BACKGROUND:

The RTA has released a solicitation under IFB 2024-014, seeking drydocking and maintenance for the Thomas Jefferson (TJ) vessel which serves the Chalmette/Lower Algiers route.

DISCUSSION:

RTA is seeking a contractor to provide drydocking and maintenance for the Thomas Jefferson (TJ) vessel which services the Chalmette/Lower Algiers route as per 46 C.F.R. §176.600, “[a] vessel that is exposed to salt water not more than three months in any 12-month period since the last examination must undergo a drydock (“DD”) and an internal structural examination (“ISE”) at least once every five years. At present, the Thomas Jefferson (“TJ”) next drydock, and internal structure examination is due by May 31, 2024. Inasmuch as to conduct these examinations the TJ will need to be removed from the water, RTA needs to contract a third-party facility, with drydock capabilities, as RTA lacks the facilities to perform such a removal.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Budget.

Operating Account Numbers: 01-6100-00-1501-000-00.

NEXT STEPS:

Upon RTA board approval staff will execute the contract and the purchase order.

ATTACHMENTS:

1. Resolution
2. Procurement Routing Form

3. Cost Estimates

Prepared By: Anitra Honore
Title: Senior Administrative Analyst

Reviewed By: Justin Cayless
Title: Chief Operating Officer

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



5/2/2024

Lona Edwards Hankins
Chief Executive Officer

Date

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: Regional Transit Authority
2817 Canal St.
New Orleans, LA 70119

BID FOR: IFB #2024-014
Dry Dock Maintenance

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Total Cost of Ferry Services	1	each	\$1,621,436.00	\$1,621,436.00

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 Bollinger Quick Repair, L.L.C.

Firm Address 615 Destrehan Ave., Harvey, LA 70058

Telephone Number 504-340-0621

Fax Number N/A

E-Mail Address warrend@bollingershipyards.com

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

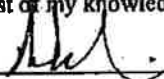
Age of the firm 31 (Est. 1993)

Annual gross receipts of the firm \$15,000,000

Prime or Sub-Contractor Prime

NAICS code (s) 336611

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

Signature 

Title Executive Vice-President, CFO & Certifying Official

Date 04/17/2024

RTA Project No. IFB 2024-014

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

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF LAFOURCHE

Andrew St. Germain, being first duly sworn, deposes and says that:

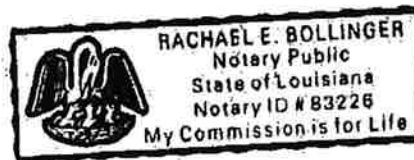
- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of Bollinger Quick Repair, L.L.C., the Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed 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: 

Title: EVP, CFO & Certifying Official

Sworn to me and subscribed in my presence this 17th day of April, 2024, A.D.,


NOTARY PUBLIC



CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Andrew St. Germain hereby certify on
(Name and Title of Offeror Official)

behalf of Bollinger Quick Repair, L.L.C. 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 influenced 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 17th day of April, 2024.

BY Andrew St. Germain

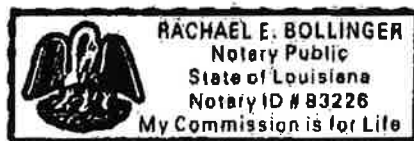
Witnesses: [Signature]
(Signature of Authorized Official)

Executive Vice-President, CFO & Certifying Official
(Title of Authorized Official)

Sworn to and subscribed before me on this 17 day of April, 2024.

Notary Public In and For Lafourche Parish/County

State of Louisiana



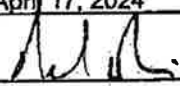
**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION - LOWER TIER COVERED TRANSACTION**

- 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 Bollinger Qulok Repair, L.L.C.

ADDRESS 615 Destrehan Ave., Harvey, LA 70058

DATE April 17, 2024


Andrew St. Germain, EVP, CFO & Certifying Official
Signature of Offeror's Authorized Representative

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

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

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


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

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

COMPANY Bollinger Quick Repair, L.L.C.

ADDRESS 615 Destrehan Ave., Harvey, LA 70058

DATE April 17, 2024

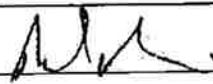

Andrew St. Germain
Signature of Offeror's Authorized Representative

BUY AMERICA

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

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

Date April 17, 2024

Signature 

Company Name Bollinger Quick Repair, L.L.C.

Title EVP, CFO & Certifying Official

RTA Project No. IFB 2024-014



CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YYYY)
4/17/2024

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 Arthur J. Gallagher Risk Management Services, LLC 111 Veterans Boulevard Suite 1300 Metairie LA 70005	CONTACT NAME: Kristen Anderson PHONE (A/C, No, Ext): 504-888-1100 FAX (A/C, No): 504-888-1299 E-MAIL ADDRESS: Kristen_Anderson@ajg.com PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Bollinger Quick Repair, LLC 615 Destrehan Avenue Harvey, LA 70058	INSURER A: Louisiana Workers' Compensation Co	NAIC # 22350
	INSURER B: Underwriters at Lloyd's, London	NAIC # 32727
	INSURER C: Underwriters at Lloyd's London	NAIC # 15792
	INSURER D: American Longshore Mutual Insurance Co	NAIC #
	INSURER E: Accredited Surety and Casualty Co, Inc	NAIC # 26379
	INSURER F: Certain Underwriters at Lloyd's London	NAIC #

COVERAGES CERTIFICATE NUMBER: 1841797392

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
B	HULL AND MACHINERY		SM0261324	2/20/2024	2/15/2025	<input checked="" type="checkbox"/> PER SCHEDULE ON FILE <input type="checkbox"/> INSURED VALUE \$ <input type="checkbox"/> COLLISION (Ea occurrence) \$ <input type="checkbox"/> TOWERS (Ea occurrence) \$ <input type="checkbox"/> \$
B	PROTECTION AND INDEMNITY		20979082	2/20/2024	2/20/2025	<input checked="" type="checkbox"/> PER CLUB RULES <input checked="" type="checkbox"/> EA OCCURRENCE PER VESSEL, CSL \$ 50,000,000 <input type="checkbox"/> COLLISION (Ea occ), CSL \$ <input type="checkbox"/> TOWERS (Ea occ), CSL \$ <input checked="" type="checkbox"/> REMOVAL OF WRECK (Ea occurrence) \$ <input type="checkbox"/> \$ <input type="checkbox"/> \$ <input type="checkbox"/> \$
E	POLLUTION LIABILITY			2/20/2024	2/20/2025	<input type="checkbox"/> EA OCCURRENCE \$ 5,000,000 <input checked="" type="checkbox"/> OPA 90 \$ <input checked="" type="checkbox"/> CERCLA \$ <input type="checkbox"/> NON-OPA / NON-CERCLA \$ <input type="checkbox"/> \$
D	MARITIME EMPLOYERS LIABILITY	N/A	ME903935-01	10/1/2023	10/1/2024	<input type="checkbox"/> ALTERED EMPLOYER \$ <input type="checkbox"/> INCLUDES CREW \$ <input type="checkbox"/> JONES ACT \$ <input type="checkbox"/> DEATH ON THE HIGH SEAS \$ <input type="checkbox"/> IN REM ENDORSEMENT \$ <input type="checkbox"/> \$ <input type="checkbox"/> \$ <input type="checkbox"/> \$

CERTIFICATE HOLDER New Orleans Regional Transit Authority Ferry Service SAMPLE	CANCELLATION SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

COVERAGES

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> MARINE GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ship Repairers GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SM0694724	2/20/2024	2/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> ALTERNATE EMPLOYER <input type="checkbox"/> USL&H ENDORSEMENT <input type="checkbox"/> MARITIME EMPLOYERS LIABILITY <input type="checkbox"/> OCSL ACT	N/A		82684B WCE92232501	9/30/2023 10/1/2023	9/30/2024 10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. (Ea accident) \$ 1,000,000 E.L. DIS - Per employee \$ 1,000,000 E.L. DIS - Per annum \$ 1,000,000
D	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT <input type="checkbox"/> ALTERNATE EMPLOYER <input type="checkbox"/> MARITIME EMPLOYERS LIABILITY <input type="checkbox"/> OCSL ACT	N/A		ALMA-092722-035255-01	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. (Ea accident) \$ 1,000,000 E.L. DISEASE (Ea employee) \$ 1,000,000 E.L. DISEASE - ANN AGG \$ 1,000,000
	AIRCRAFT LIABILITY <input type="checkbox"/> OWNED AIRCRAFT <input type="checkbox"/> NON-OWNED AIRCRAFT <input type="checkbox"/> PASSENGER LIABILITY						EACH OCCURRENCE \$ AGGREGATE \$
F	UMBRELLA / EXCESS LIAB / BUMBERSHOOT <input type="checkbox"/> UMBRELLA <input checked="" type="checkbox"/> BUMBERSHOOT EXCESS CLAIMS MADE <input checked="" type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$			SM0087424	2/20/2024	2/20/2025	EACH OCCURRENCE \$ See attached AGGREGATE \$ See attached
	ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE <input type="checkbox"/> CARE, CUSTODY AND MAINTENANCE (CCM) <input type="checkbox"/> OFFSHORE OIL AND GAS OPERATIONS PLATFORMS PIPELINES <input type="checkbox"/> ONSHORE OIL AND GAS OPERATIONS OIL & GAS PROPERTY CONTRACTORS EQUIPMENT <input type="checkbox"/> NAMED WINDSTORM <input type="checkbox"/> CCC <input type="checkbox"/> OFF-SHORE <input type="checkbox"/> ON-SHORE						CSL, ANY ONE OCCURRENCE (100% interest) \$ ANY ONE OCCURRENCE (100% interest) \$ VALUES AS SCHEDULED \$ VALUES AS SCHEDULED \$ VALUES AS SCHEDULED \$ VALUES AS SCHEDULED \$ AGGREGATE \$
VESSEL(S):		AS PER ATTACHED SCHEDULE		AS DETAILED IN THE DESCRIPTION OF OPERATIONS			
DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD 101, Additional Remarks Schedule, may be attached, if more space is required)							

See Attached...



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Bollinger Quick Repair, LLC 615 Destrehan Avenue Harvey, LA 70058	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 31 FORM TITLE: CERTIFICATE OF MARINE / ENERGY INSURANCE**

ADDENDUM TO CERTIFICATE OF INSURANCE

Hull & Machinery
Limits: As Scheduled
Forms: American Institute Hull Clauses (6/2/77), as amended excluding Collision Liability, Drydock wording 107, Agreed to include Vessel Schedule.

Protection & Indemnity
Forms: SKULD Mutual P&I Association Rules and Statutes including Collision Liability, Crew, Cargo Legal Liability, Marine Contractual, Removal of Wreck all pursuant to and subject to the policy terms, definitions, conditions and exclusions.

Marine General Liability
Commercial Marine Liability for is amended to include Premises/Operations, Watercraft Exclusion deleted, Limits/Completed Operations, In Rem, Gulf of Mexico Extension, Additional Insured and Waiver of Subrogation (included within policy form), pursuant to and subject to the policy's terms, definitions, conditions, and exclusions.

Vessel Pollution Liability
0016 Vessel Pollution Form is amended to include Blanket Additional Insured and Waiver of Subrogation (included within policy form), pursuant to and subject to the policy's terms, definitions, conditions, and exclusions.

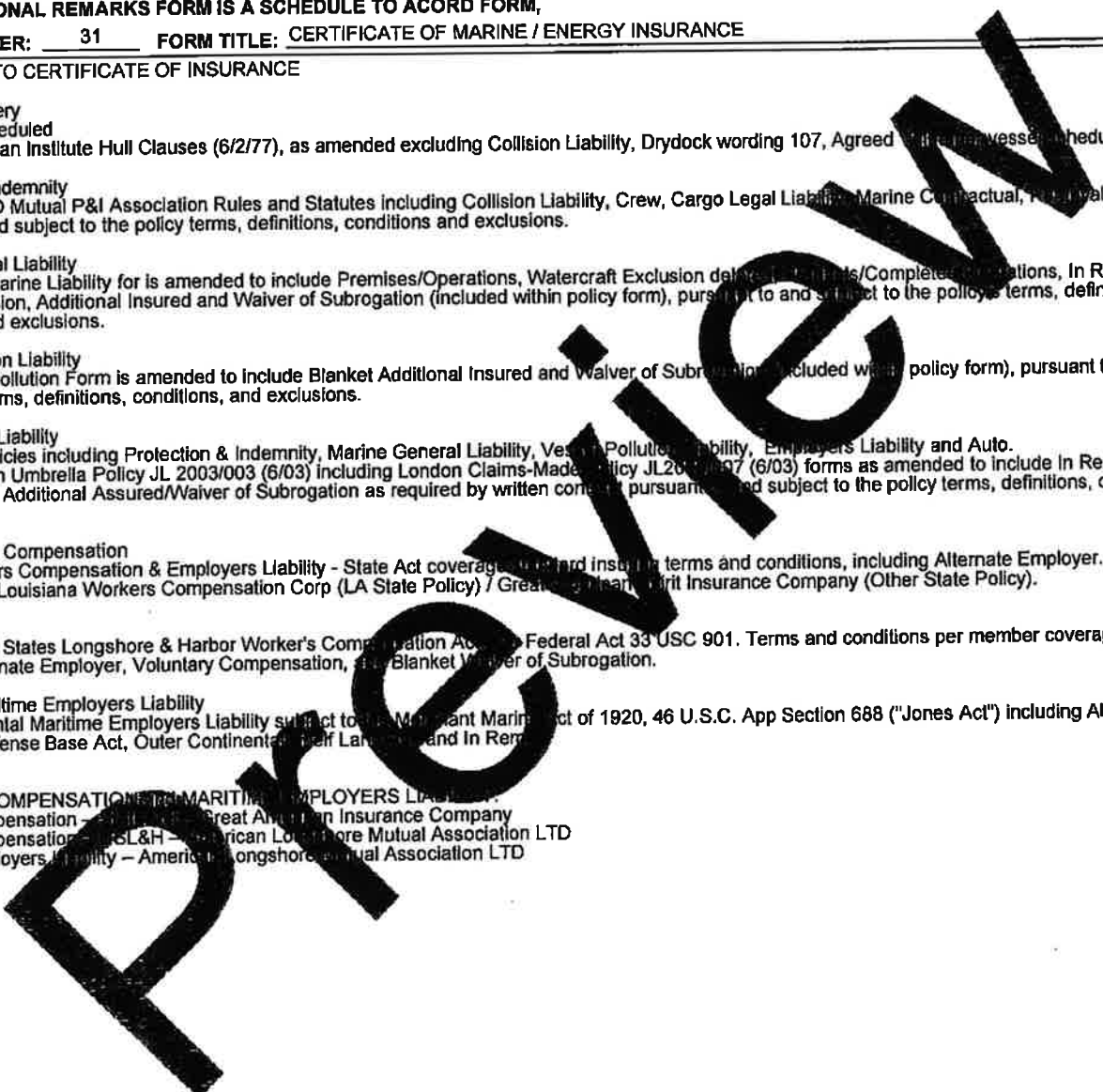
Bumbershoot Liability
Underlying policies including Protection & Indemnity, Marine General Liability, Vessel Pollution Liability, Employers Liability and Auto.
Forms: London Umbrella Policy JL 2003/003 (6/03) including London Claims-Made Policy JL2003/007 (6/03) forms as amended to include In Rem, Cross Liabilities, and Additional Assured/Waiver of Subrogation as required by written contract pursuant to and subject to the policy terms, definitions, conditions and exclusions.

State Workers Compensation
Forms: Workers Compensation & Employers Liability - State Act coverage standard insurance terms and conditions, including Alternate Employer.
Underwriters: Louisiana Workers Compensation Corp (LA State Policy) / Great American Insurance Company (Other State Policy).

USL&H WC
Forms: United States Longshore & Harbor Worker's Compensation Act and Federal Act 33 USC 901. Terms and conditions per member coverage agreement including Alternate Employer, Voluntary Compensation, and Blanket Waiver of Subrogation.

Incidental Maritime Employers Liability
Forms: Incidental Maritime Employers Liability subject to the Merchant Marine Act of 1920, 46 U.S.C. App Section 688 ("Jones Act") including Alternate Employer, Defense Base Act, Outer Continental Shelf Lands Act, and In Rem.

Underwriters
WORKERS COMPENSATION - MARITIME EMPLOYERS LIABILITY -
Workers Compensation - State Act - Great American Insurance Company
Workers Compensation - USL&H - American Longshore Mutual Association LTD
Maritime Employers Liability - American Longshore Mutual Association LTD





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2024

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 Dwight Andrus Insurance a division of HUB International Gulf South 500 Dover Blvd. Ste. 110 Lafayette, LA 70503	CONTACT NAME: PHONE (A/C, No, Ext): (337) 981-7300 FAX (A/C, No): (337) 984-2166 E-MAIL ADDRESS: GUS.DAI.CustomerService@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Property Casualty Co of America	NAIC # 25674
INSURED Bollinger Quick Repair, LLC 16201 East Main Street Cut Off, LA 70345	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

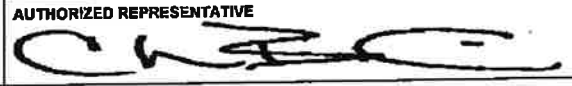
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
A	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			TC2JCAP-5H603022-TIL-24	2/20/2024	2/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Insured's Copy	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight Andrus Insurance		NAMED INSURED Bollinger Quick Repair, LLC 16201 East Main Street Cut Off, LA 70346	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
ADDENDUM TO CERTIFICATE OF INSURANCE: Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

Auto Liability Policy #TC2JCAP 5H603022-TIL-24

- Additional Insured - Primary & Non Contributory with Other Insurance CA F2 27 & CA T4 74
- Blanket Waiver of Subrogation CA T3 40
- Earlier Notice of Cancellation/Nonrenewal Provided By Us CA F0 85 / IL T3 20 - Number of Days Notice Cancellation: Sixty (60)
- Endorsement for Motor Carrier Policies of Insurance for Public Liability MCS-90
- C-INNOVATION, LLC
- CUT OFF, LA
- Pollution Liability - Broadened Coverage for Covered Autos CA 99 48
- Broad Form Named Insured CA T4 61
- Broadened Named Insured IL T3 40

State of Louisiana



State Licensing Board for Contractors

This is to Certify that:

BOLLINGER QUICK REPAIR, L.L.C.
P. O. Box 250
Lockport, LA 70374

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; ELECTRICAL WORK (STATEWIDE); HEAVY CONSTRUCTION; HIGHWAY,
STREET AND BRIDGE CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Expiration Date: April 22, 2024

License No: 40669

Witness our hand and seal of the Board dated,
Baton Rouge, LA 23rd day of April 2021

Will S. May
Director

Lee Mallett
Chairman

Lundy Drennon
Treasurer

This License Is Not Transferrable

State of Louisiana



State Licensing Board for Contractors

BOLLINGER QUICK REPAIR, L.L.C.
P. O. Box 250
Lockport, LA 70374

This is to Certify that:

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; ELECTRICAL; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Witness our hand and seal of the Board dated,
Baton Rouge, LA 23rd day of April 2024

[Signature]
Chairman

[Signature]
Director

[Signature]
Treasurer

Expiration Date: April 22, 2027

License No: 40669

This License Is Not Transferrable

Bid Response Summary

Bid Number IFB 2024-014
Bid Title Dry Dock & Maintenance
Due Date Friday, April 26, 2024 2:00:00 PM [(UTC-06:00) Central Time (US & Canada)]
Bid Status Open for Bidding
Company Bollinger Quick Repair
Submitted By Warren Duplantis - Thursday, April 25, 2024 9:12:30 AM [(UTC-06:00) Central Time (US & Canada)]
 warrend@bollingershipyards.com 504-340-0621 Ext. 7431

Comments

Question Responses

Group	Reference Number	Question	Response
Default Item Group	IFB # 2024-014	Please upload your bid submittal	Bid Submittal.pdf

REGIONAL TRANSIT AUTHORITY

PUBLIC NOTICE

IFB 2024-014 DRY DOCK MAINTENANCE

Addendum II

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date.

Invitation For Bid No. 2024-014 has been amended as follows:

This question was ask from a bidder below: IFB # 2024-014 Dry Dock Maintenance.

This is U.S. Code requirements that protect laborers and mechanics from being under paid. The marine branch has really nothing to do with the wording of the IFB and/or its contents. Below is a link on how to determine the local prevailing wages, but again this is not something we deal with.

The Davis Bacon Act

40 U.S.C. § 3141 is the Davis Bacon Act¹². The act requires government contractors to pay locally prevailing wages to laborers and/or mechanics employed on certain federally funded construction projects². The act applies to the construction, alteration, or repair of public buildings or public works under Federal Government contracts¹.

[Davis Bacon Prevailing Wage Guide - CONSTRUCTION CLEAN PARTNERS](#)

Louisiana Uniform Public Work Bid Form the Unit Price Form is attach to the scope of work sheet.

**Regional Transit Authority
Administrative Review Form**

Project Name: Dry Dock Maintenance

Type of Solicitation: IFB 2024-014

DBE/SBE Participation Goal: 0%

Number of Respondents: 1

Prime, Primary Contact and Phone Number	DBE and Non-DBE Subconsultants	DBE Commitment Percentage	Price (RFP and ITB ONLY)
Prime Firm Bollinger Quick Repair, LLC 615 Destrehan Ave. Harvey, LA 70058 Andrew St. Germain, Executive Vice President, CFO & Certifying Official 504-340-0621	N/A	N/A	
Prime Firm			

*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		
Bollinger Quick Repair, LLC	Y	Y	Y	Y	Y	Y	Y	Y			

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

Vendor Name: Bollinger Quick Repair, LLC

Certified by: Name and Title: Shaun Temple, 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
Bollinger Quick Repair, LLC	N/A	Y	N/A	N/A	Y	Y	31 Years	N/A	N/A	

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

Vendor Name: Bollinger Quick Repair, LLC

Certified by: Name and Title: Shaun Temple, Contract Administrator

BID TALLY SHEET
NEW ORLEANS REGIONAL TRANSIT AUTHORITY
IFB#2024-014 Dry Dock Maintenance
BID OPENING
April 26, 2024 - 2:00 PM

COMPANY NAME	LICENSE No.	BOND	SUM PRICE
<i>Bollinger Quick repairs</i>			<i>\$1621,436.00</i>

Opened by: *Shane Dreyer*

Witnessed by: *Samuel Knight*

Date: *4-26-2024*

Date: *4/26/24*

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: Thomas Jefferson Drydock & Maintenance

Date of Estimate:

Description of Goods/Services:

Drydock and Repowering of vessel required to receive its Certification of Inspection to resume/continue service.

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

Method of Obtaining Estimate:

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

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

Through the method(s) stated above, it has been determined the estimated total cost of the goods/services is \$ 2,224,464.00

The preceding independent cost estimate was prepared by:

Anitra Honore'

Name



Signature

#	ITEM NAME	ITEM DESCRIPTION	Responsible Party
General			
Reports		Provide daily report to LabMar representative. Provide weekly project schedule with major milestone and delivery dates.	S/Y
Gas Free and Clean		<p>Transfer all fuel from the vessel to holding tanks, and clean and gas free the vessel's Four (4) fuel oil tanks and engine room bilges, and return all fuel and oils to their respective tanks upon completion of work. Gas free and clean 10 hydraulic ram surps & rudder room compartment</p> <p>Diesel storage cost</p> <p>fuel oil tanks</p> <p>Cargo tank 1 port: 6513 gal. max capacity</p> <p>Cargo tank 1 stbd: 6513 gal. max capacity</p> <p>Day tank 1 port: 1451 gal. max capacity</p> <p>Day tank 1 stbd: 1451 gal. max capacity</p> <p>Drain all ballast & void tanks and inspect coatings.</p> <p>Forepeak</p> <p>#1 P/S void</p> <p>#3 aft void (steering gear)</p> <p>Aftpeak</p> <p>Drain potable water tanks and pressure wash inside tank. Repair coatings as necessary.</p> <p>capacity 1028 gal</p>	S/Y
Gas Free Certificate		Provide a Marine Chemist's Certificate including Safe for Workers and Safe for Hot Work Whole vessel	S/Y
Competent Person		Provide the services of a competent person to maintain a daily log as required for a marine chemist gas free certificate	S/Y
Vessel Access		Provide service for access to and from vessel while dockside and/or in dry dock	S/Y
Tug Service		Provide tug service to shift vessel within contractor's facility, and to shift vessel on dock as necessary to complete under water work.	S/Y
CO2 System		Shipyard to disconnect and lock out CO2 system. Reconnect upon departure of Shipyard.	S/Y
Shore Power		3 rd party vendor to certify CO2 system, replace hoses as necessary.	S/Y
Crane Service		Provide shore power to vessel. Hook up and disconnect shore power to vessel while on dry dock or at wet berth.	S/Y
		Provide Crane service, forklift service and rigging service for the project duration.	S/Y

Blue drum disposal	Provide blue drums as require for Hazardous material disposal	S/Y
Trash Disposal	Provide a 5-yard trash tub for material disposal as required.	S/Y
Hull & Underwater Work		
Dry Dock	Dry Dock vessel, hold on dock until completion of all underwater work (maintain minimum 3-foot clearance under hull) then undock. Provide shore power to vessel at all times whether on dock or not.	S/Y
USCG 5-year drydock / internal structure examination	Survey under water portions of the vessel and assist in inspection of all tanks and spaces and support USCG inspection. Coordinate USCG inspection, notifying customer Rep in advance of inspection dates and times.	S/Y
Propeller Surveys	Survey propellers, including dye check. Check propeller pitch, blade width, blade thickness and diameter, providing a written report for each propeller to customer Rep. As Required: Provide labor to grind and weld bad/heat crack areas. Upon completion provide labor to balance wheels and polish all blades: Provide final Survey to customer Rep.	S/Y
Propeller Blue Fit	Provide labor to check the blue fit of the Port and Starboard propellers to their respective shafts. Provide all written findings to customer Rep.	S/Y
Tail Shafts Removal and Reinstallation	Uncouple and rig out port and starboard tail shafts from vessel. Dray to machine shop for survey/repair. Reinstall after completion of survey and/or any repairs.	S/Y
Tail Shaft Repairs	Clean main body of the Port and Stbd tail shafts. Repair worn NCB liner on both shafts. Perform NTD (dye pin) to identify any cracks. Repair as required. Provide full survey of the Port and Stbd tail shafts, wear down, run out, and check for straightness. Report all finding to customer Rep.	S/Y
Tail Shaft Couplings	Provide labor to rig Port and Stbd coupling out of vessel and dray to machine shop for survey/repairs. Rig back into vessel upon completion of repairs. Check for trueness/runout of the coupling face and boss. Provide all written findings to customer Rep.	S/Y
Blue Fit Shaft Couplings	Provide labor to check the bluefit of the port and Stbd tail shaft couplings to their respective shaft. Report all written findings to customer Rep.	S/Y
Kort Nozzle	Buf and clean stainless inner liner of P/S Kort nozzles. Repair as necessary	S/Y
Cutlass Bearings	Renew all shaft tube & strut tube cutlass bearings. Johnson Duramax code "Gland", qty 4 reqd	S/Y
Shaft seal/stern tube Survey	Renew p/s propulsion shaft seals on stern tube. Provide a written report to customer Rep.	S/Y
Tight wire	Provide labor to manufacture, fit and weld tight wire bracket to stern of vessel on both port and Stbd side to run a taught wire to check the alignment of the of the underwater gear. Report all written findings to customer Rep.	S/Y

Steering Rudders Removal and Reinstallation	Remove p/s steering rudder from vessel, reinstall rudders after survey and/or repairs are completed.	S/Y
Steering System	Remove and clean all rudder linkage pins and bushings, tiller, quadrant, rams and jockey bar, survey and/or mic all pins, rudder trunks, bushings and rudder stocks, and provide a written report of findings to customer Rep. Install new grease fittings as required	S/Y
Steering Rudder packing	Provide labor to install p/s rudder shaft seals and packing. Provide all necessary materials. Renew port / Stbd side Thordon bearings and bushings. Renew gaskets & bolts on hatch.	S/Y
Flanking Rudders Removal and reinstallation	Remove p/s flanking rudder from vessel, reinstall rudders after survey and/or repairs are completed.	S/Y
Flanking rudder packing	Provide labor to install flanking rudder shaft seals and packing. Renew Thordon bearings & bushings. Provide all necessary materials. Renew gaskets & bolts on hatch	S/Y
Rudder Feedback	Replace all rudder (steering & flanking) feed back potentiometers & linkages	S/Y
Audio Gauging	Perform ultrasonic testing readings of the hull, voids, fuel tanks and in locations specified by USCG inspectors, or sufficient locations to provide analysis of the vessel hull plating condition, based on 500 shots and provide a written report of findings to customer Rep. Cost per shot for any additional shot required: () to be used in change order.	S/Y
Steel Work	Replace miscellaneous steel as directed by USCG or as a result of audio gauging or as determined by customer Rep, based on 1,000 pounds. Provide cost per pound for any additional steel work in excess of 1,000 pounds: () to be used in change order. Item cost and unit cost per pound includes all type, shape or form of steel, and all associated work to remove existing steel, prepare surface, and to restore surfaces and/or coatings per surrounding areas after installation of the new steel. Repair crew room bulkhead	S/Y
Anodes	Replace all anodes	S/Y
Manholes	Remove and clean 22 manhole covers on main deck, provide new gaskets, bolts as required for multi bolt manhole Remove and replace all tank sounding plugs with new brass plugs	S/Y
Air Testing	Air test all spaces to the satisfaction of the USCG inspectors and provide a written report of findings to customer Rep. Ensure that all vents are clear and venting properly.	S/Y
Pumps & Piping		

Vents/screens	Provide labor to clean, inspect and check for proper operation on all vent/ ball checks around the vessel. 12 @ 3" 1 @ 4"	S/Y
Reach Rods	Fire up, grease and prove proper operation of all reach rods, fuel shut-off valves, and other valves remote operations and provide a written report of findings to customer Rep. Port / Stbd Cargo Crossover valve Port / Stbd generator day tank Bow Thruster day tank Port / Stbd Main Eng Day Tank	S/Y
Jacket water/Keel cooler valves	Remove, disassemble, recondition, or replace keel cooler isolation valves for: Port and Stbd main engines, Port and Stbd service generator engines, bow thruster. Open, inspect and clean all valves. Reinstall all valves, greasing valve stems and other fittings as needed. Prove satisfactory operation. Port Main Engine 2.5" gate valve, qty 2 Stbd Main Engine 2.5" gate valve, qty 2 Port Generator Engine 3" gate valve, qty 2 Stbd Generator Engine 3" gate valve, qty 2 Bow Thruster Engine 3" gate valve, qty 2	S/Y
Fire Main System	Remove car deck overhead sprinkler valves, flush system, renew overhead fire sprinkler valves. Qty 48 x 1/2" spray nozzles Replace 4 x 2" & 1 x 2.5" overhead sprinkler valves with OFE valves Open, inspect and clean all fire main valves and fire hose valves. Open, inspect and clean all strainers. Qty 7 fire hose stations	S/Y
Fire Pumps	Open and rebuild fire pump 1 - Goulds (Marlow) 3P13EL 3x3 model M3P3A2FRMA0 Remove, disassemble, recondition, or replace the following: Sea suction & discharge valves and check valves. Overboard discharge qty 3 @ 3" Sea chest valves qty 2 @ 5" Open, inspect and clean all sea chest strainers. Sea Strainer qty 3 @ 5" Fuel discharge valves on main deck. Fuel fill qty 1 @ 4" gate valve Waste oil discharge valves on main deck. Waste oil qty 1 @ 2" gate valve Reassemble and reinstall all valves and strainers, greasing valve stems and other fittings as needed. Prove satisfactory operation.	power spec S/Y
Valves/ and strainers	Reassemble and reinstall all valves and strainers, greasing valve stems and other fittings as needed. Prove satisfactory operation. Remove sea chest screens from the hull for inspection and cleaning of the sea chests, reinstall screens Provide a written report of findings to customer representative.	S/Y

Sea Chest Screens

S/Y

	sea chest devices	Ensure sea chest vents are clear and venting properly.	S/Y
	Bilge Pumps & bilge piping	Open and inspect bilge pump 1 & 2, overhaul as necessary. Bilge #1 - Ingersoll Dresser 3x2x1FD814 Bilge #2 - Aurora 344A 3x2.5x9 Open, inspect and clean all bilge suction valves and bilge discharge valves. Open, inspect and clean all strainers. Test bilge system for USCG	S/Y
	Piping	misc. piping repairs repair leaking fuel line below stbd main day tank	S/Y
	Deck Drains		
	Grey Water		
	Vessel Sewage System	Open, inspect and clean the vessel's Marine Sanitation Device. Seahorse Model SM5D 200 Ream out/snake/clean sanitary piping from all three of the vessel toilets, sinks, and deck drains to msd. Clean out all sewage vent lines including msd vent line. Inspect and replace toilet wax rings as necessary Replace approx. 10' of 3" sewage vent piping Peplace all p traps below toilets - qty 3	S/Y
	Rudder room piping	Repair grease line on port rudder upper arm	S/Y
Hydraulic & Mechanical work			
	Steering and flanking hydraulic system	Drain, clean and flush the vessel steering/flanking pump oil sump and hydraulic lines. Replace all hydraulic hoses & filters Add equalizing line on steering & flanking oil tanks After restoring steering oil to vessel, operate and test for leaks and proper operation. Capacity 120 gal of Mobil SHC Aware 46 Steering Rudder HPU system Capacity 60 gal of Mobil SHC Aware 46 Flanking Rudder HPU system	hydratforce
	Steering & Flanking Rudder Hydraulic Rams	Remove all Steering and Flanking hydraulic cylinders and have all rams inspected, cleaned and overhauled, replace seals with new ones of appropriate material. System currently utilizes environmentally acceptable hydraulic oil. Renew hydraulic hoses with double braid hose and install new directional valves. Reinstall all cylinders. Test system for leaks and proper operation.	S/Y

FWD Boarding Apron hydraulic piping.	Survey all hydraulic piping. Inspect and renew all hydraulic hoses on main deck.	hydratorce
FWD Boarding Aprons Hydraulic System	Remove air apron hydraulic cylinders and have air rams inspected, cleaned and overhauled, replace seals and new ones or appropriate instructor system. Renew all hydraulic isolation valves. Renew hydraulic hoses with double braid hose and install new directional valves. Reinstall all cylinders. Test system for leaks and proper operation.	S/Y
FWD vehicle deck aprons	Remove all apron hinge pins and hydraulic ram connection pins. Clean, inspect and mic all pins and clevis/ pad eyes. Clean all grease passages, install new grease fittings, free up apron hinge flap, install new grease fittings. Provide survey report to customer representative. Required repairs will be negotiated as a change order.	S/Y
FWD vehicle deck apron covers	Remove all apron ram hatches, renew gaskets, retap bolt hole and provide and install new bolts.	S/Y
Apron HPU	Drain, clean and flush the apron HPU. Replace all hydraulic hoses & filters Capacity 162 gal of Mobil SHC Aware 46	hydratorce
Upper passenger deck doors	Secure upper doors shut by welding clips	S/Y
Air Compressors and Receivers	Open for USCG access and inspection. Replace all leaking valves. Replace pressure relief valves including hydrostatic testing of air receivers and provide a written report of findings to customer representative.	S/Y
Propulsion Mechanical & Thrusters		
Keel Cooler Cleaning, Testing and Reinstallation	Pressure wash and scrape clean. Pressure test & acid flush all keel coolers. Provide a written report of findings to customer representative. After inspection, cleaning and testing are completed, install new anodes, and hardware. Port Main Engine Sbd Main Engine Port Generator Engine Sbd Generator Engine Bow Thruster Engine	S/Y
Main Engines	Top end in frame Overhaul of Port / Sbd Cummins QSK19 main engines. Work scope as per Cummins recommendations. – Authorized manufacturer to perform work with OEM parts as per attached specification. Owner to approve vendor selection and quote. S/Y to assist	Force Power
Main Gearboxes	Open and inspect Main Gearboxes. – Authorized manufacturer to perform work with OEM parts. Owner to approve vendor selection and quote. S/Y to assist	LABMAR

Inspect and overhaul bow thruster. Schedule STP 110 and replace manufacturer seal bearings and nut. Verify all gear tolerances to manufacturer

Bow thruster	inspect and overhaul bow thruster, service U.I.T.V and replace worn main shaft, bearings and O-rings. Verify an ECU controller to manufacturers specifications. Authorized manufacturer to perform work with OEM parts. Owner to approve vendor selection and quote. S/Y to assist	Gear Services
Bow thruster engine	Inspect and repair as necessary Cat 3306 bow thruster engine. Perform Cat recommended service as per the hours on engine. Authorized manufacturer to perform work with OEM parts as per attached specification. Owner to approve vendor selection and quote. S/Y to assist	LABMAR
	Check alignment between Bow thruster and engine. Shim as necessary.	S/Y
	Inspect and repair clutch PTO as necessary.	LABMAR
Generator Engines	Overhaul 3406 generator engines	Force Power
	Renew all bow thruster engine fuel hoses, all bow thruster hydraulic hoses.	
Hoses	Renew all main engine fuel hoses and air hoses. Renew all generator fuel hoses and air hoses. Hoses to be double braided USCG approved hoses	S/Y
Painting		
	Sand sweep, or spot blast as necessary in way of rusted areas and recoat in accordance with attached paint specification. Keel to waterline Waterline to main deck Main Deck / Car Deck Aprons inside and exterior paint draft marks, vessel name bow/stern	
Hull Blasting, Cleaning and Painting - Hull & Decks	Sand sweep, or spot blast as necessary in way of rusted areas and recoat in accordance with attached paint specification. All exterior areas Crew room & crew bathroom deck upper deck passenger area in way of door and underlayment flaking, repair underlayment	S/Y
Super Structure Blasting, Cleaning and painting		
Electrical		
Navigation electronics	3 rd party vendor to inspect vessel navigation system.	Star tech
General Alarm	3 rd party vendor to inspect general alarm system.	LABMAR
Switchboard	3 rd party vendor to inspect and clean main and Egen switchboard. Check all connections	LABMAR
24 VDC system	Replace all 8D batteries throughout vessel. Check and inspect all battery chargers, replace as necessary qty 9 - 8D 1100 CCA qty 8 - 12v 800 CCA marine battery	LABMAR
Lighting	Install new search light	S/Y
Electrical		
PSTP	3 rd party vendor to perform PSTP on vessel automation.	EMI
Electrical	Check and repair all blower and pump E-Stops on main deck.	EMI
Life Saving & Fire Fighting		

	Fire extinguishers	3 rd party vendor to recertify all portable fire extinguishers.	Coastal States
	CO2 System	Repair and replace CO2 controls (6 push buttons) and pull stations as required. Hydro test and refill 23 CO2 bottles, rebuild kits for 100# CO2 cylinders. Replace all system hoses	Coastal States
	Rescue Boat Davit	Renew Rescue boat davit wire with new certified wire as per manufacturer's specifications. Provide labor to stack weights on davit crane at 1.5 times working load limit. USCG to witness. Test weight 1500 lbs.	S/Y
	Rescue Boat Davit	Install limit switch on davit crane wire.	S/Y
	Life Floats	Vessel crew to renew life floats as necessary	LABMAR
	Emergency vent closures	Crew to demonstrate operation for USCG as required	LABMAR
	Anchor	Lower anchor and drop chain. Check function of anchor release/securing devices Inspect chain and repaint chain	S/Y
House General			
	Doors	Renew all water tight door gasket rubber. Chalk test watertight doors. Renew crew room door	S/Y
	Pilothouse HVAC	Remove defunct pilothouse HVAC, electrical unit and foundation. Seal previous duct penetration	S/Y
Misc. items			
	Spare Shafts	Fabricate 1 new main shaft	S/Y
	Spare propellers	Fabricate 2 stainless propellers LHRH 60" diam x 78" pitch x 0.68DAR, 4 blade, 6" shaft, as per drawings	S/Y
	Sea Trials	Sea trial vessel	S/Y
	Vendor assist	Assist vendors as needed	S/Y



Regional Transit Authority Solicitation Request Routing Sheet

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

Solicitation ID	177
ProjectSchedule Delivery Date	June 1, 2024
Technical Specs attached	Yes
Scope of Work attached	Yes

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

Name: HONORE, ANITRA
Title: ADMINISTRATIVE ANAYLST
Ext: 8332

B. Name of Project, Service or Product:

Thomas Jefferson Drydock & Maintenance

C. Justification of Procurement:

As per 46 C.F.R. §176.600, “[a] vessel that is exposed to salt water not more than three months in any 12-month period since the last examination must undergo a drydock (“DD”) and an internal structural examination (“ISE”) at least once every five years. At present, the Thomas Jefferson (“TJ”) next drydock, and internal structure examination is due by May 31, 2024 (see attached). Inasmuch as to conduct these examinations the TJ will need to be removed from the water, RTA needs to contract a third-party facility, with drydock capabilities, as RTA lacks the facilities to perform such a removal.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Director Grants / Federal Compliance	
Signature	
Date	

E. Information Technology:

IT Dept Head	Sterlin J Stevens
Signature	<i>Sterlin J Stevens</i>
Date	4/4/2024 3:02 PM

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

Additional Safety Requirements Attached:

Chief	Michael J. Smith
-------	------------------



Signature	<i>Michael J. Smith</i>
Date	April 01 2024

G. Risk Management:

Include Standard Insurance Provisions Only?

No

Include Additional Insurance Requirements Attached ?

Risk Management Analyst	Marc L Popkin
Signature	<i>Marc L Popkin</i>
Date	April 02 2024

H. Funding Source:

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

Multiple Years allocation if required:

Year	Amount	Budget Code
Year-1		01-6100-00-1501-000-00
Year-2		
Year-3		
Year-4		
Year-5		
Total all years		

Independent Cost Estimate (ICE): \$2,224,464.00

Projected Total Cost: \$2,224,464.00

Funding Type: State

Grants or Capital Project ID:

Federal Funding	State	Local	Other
	\$2,224,464.00		
Projected Fed Cost	State	Local	Other
	\$2,224,464.00		

FTA Grant IDs	Budget Codes
	01-6100-00-1501-000-00



Budget Analyst	Divya Prem
Signature	<i>Divya Prem</i>
Date	April 01 2024

I. DBE/SBEGoal:

% DBE	0
% Small Business	0

Director Small Business	Adonis Charles Expose
Signature	<i>Adonis Charles Expose</i>
Date	April 03 2024

DBE/EECompliance Manager	Adonis Charles Expose'
Signature	<i>Adonis Charles Expose'</i>
Date	April 04 2024

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

Department Head	Roberto Lopez
Signature	<i>Roberto Lopez</i>
Date	April 01 2024

Chief	Christopher Clark
Signature	<i>Christopher Clark</i>
Date	April 01 2024

Director of Procurement	Ronald Gerard Baptiste
Signature	<i>Ronald Gerard Baptiste</i>
Date	April 05 2024

FOR PROCUREMENT USE ONLY

Type of Procurement Request:

IFB - Invitation for BiD

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

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

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

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

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

Two-step Procurement - request for qualifications step-one used in the formal process of procuring a product or service, It is typically used as a screening step to establish a pool of vendors that are then qualified, and thus eligible to submit responses to a request for price



proposal (RFP). In this two-step process, the response to the RFQ will describe the company or individual's general qualifications to perform a service or supply a product, and RFP will describe specific details or price proposals.

Required if Total Cost above \$15K	
Chief Financial Officer	Gizelle Johnson-Banks
Signature	<i>Gizelle Johnson-Banks</i>
Date	April 05 2024

Required if Total Cost above \$50K	
Chief Executive Officer	Lona Edwards Hankins
Signature	<i>Lona Edwards Hankins</i>
Date	April 09 2024

PROCUREMENT SUMMARY-IFB 2024-014

REQUIREMENTS

A Board approved Agenda for Authorization to Solicit dated _____ 2024 with attached technical specifications was received by Procurement to procure an Dry Dock Maintenance

There was a no DBE goal established for this solicitation per the RTA Routing Sheet.

Procurement Policy:

The Independent Cost Estimate for this procurement is \$ 2,224,464.00 which exceeds the Small Purchase threshold of \$ 25,000.00 therefore in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertisement (competitive means).

Procurement Method:

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

SOLICITATION

Invitation for Bids (IFB) No. 2024-014 Public Notice was published in the The Advocate. The Public Notice and the IFB 2024-014 were posted on the RTA website beginning April 1, 2024. The IFB submittal deadline was 4/26/2024 at 2:00pm.

IFB SUBMITTAL

Bid Opening was held on April 26, 2024 at 2:00pm.

DETERMINATION

There were (1) bids were received and one was determined responsive and provided all required certifications.

SUBMITTAL ANALYSIS

<u>Respondents</u>	<u>Pricing</u>
Bollinger Quick Repair, LLC	\$1,621,436.00

Price determined fair and reasonable based on competition.

SUMMARY

Based on the information above the bids received were prepared and sent to Procurement Department for further review. An Administrative Review Form was prepared by Shaun Temple, Contract Administrator..

Procurement department: Recommend award be made to lowest responsive/responsible bidder, Recommendation submitted to July 2024 Board of Commissioners for approval.

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
Bollinger Quick Repair, LLC	N/A	Y	N/A	N/A	Y	Y	31 Years	N/A	N/A

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

Vendor Name: Bollinger Quick Repair, LLC

Certified by: Name and Title: Shaun Temple, Contract Administrator

PROCUREMENT SUMMARY-IFB 2024-014

REQUIREMENTS

Regional Transit Authority Solicitation Request Routing Sheet with attached technical specifications was received by Procurement Department to Solicit Dry Dock Maintenance

There was a no DBE goal established for this solicitation per the RTA Routing Sheet.

Procurement Policy:

The Independent Cost Estimate for this procurement is \$ 2,224,464.00 which exceeds the Small Purchase threshold of \$ 25,000.00 therefore in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertisement (competitive means).

Procurement Method:

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

SOLICITATION

Invitation for Bids (IFB) No. 2024-014 Public Notice was published in the The Advocate. The Public Notice and the IFB 2024-014 were posted on the RTA website beginning April 1, 2024. The IFB submittal deadline was 4/26/2024 at 2:00pm.

IFB SUBMITTAL

Bid Opening was held on April 26, 2024 at 2:00pm.

DETERMINATION

There were (1) bids were received and one was determined responsive and provided all required certifications.

SUBMITTAL ANALYSIS

<u>Respondents</u>	<u>Pricing</u>
Bollinger Quick Repair, LLC	\$1,621,436.00

Price determined fair and reasonable based on competition.

SUMMARY

Based on the information above the bids received were prepared and sent to Procurement Department for further review. An Administrative Review Form was prepared by Shaun Temple, Contract Administrator..

Procurement department: Recommend award be made to lowest responsive/responsible bidder, Recommendation submitted to May 2024 Board of Commissioners for approval.



RESOLUTION NO. 24-021

STATE OF LOUISIANA
PARISH OF ORLEANS

Drydocking & Maintenance for the Thomas Jefferson (TJ) Vessel

Introduced by Commissioner Daniels, seconded by Commissioner Cisco.

WHEREAS, the Regional Transit Authority (RTA) has issued a solicitation under IFB 2024-014 to procure drydocking and maintenance services for the Thomas Jefferson (TJ) vessel, which serves the Chalmette/Lower Algiers route, and,

WHEREAS, pursuant to 46 C.F.R. §176.600, Cost Guard requires that a vessel exposed to saltwater not more than three months in any 12-month period since the last examination undergo a drydock (DD) and internal structural examination (ISE) at least once every five years, and,

WHEREAS, the next drydock and internal structure examination for the Thomas Jefferson (TJ) vessel is due by May 31, 2024, necessitating the engagement of a third-party facility with drydock capabilities, as RTA lacks the infrastructure to perform such tasks, and,

WHEREAS, funds for this contract have been allocated within the RTA Budget, with the following operating account number: 01-6100-00-1501-000-00,

WHEREAS, only one bid was received for the solicitation, and after careful evaluation, staff deems the sole bidder, Bollinger Quick Repair LLC., as responsible and responsive, leading to the awarding of the contract to them.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorize the CEO to award a contract to Bollinger Quick Repair, LLC in the amount not to exceed \$1,621,436.00.

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

YEAS: 6
NAYS: 0
ABSTAIN: 0
ABSENT: 2

AND THE RESOLUTION WAS ADOPTED ON THE 28th DAY OF MAY 2024.



**MARK A. RAYMOND
CHAIRMAN
BOARD OF COMMISSIONERS**



Board Report and Staff Summary

File #: 24-038

Board of Commissioners

Various RTA Insurance Coverages 2024-2025

DESCRIPTION: Renewal of various insurance coverages for policy period 2024-2025.	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, or her designee, to proceed with renewal of specified insurance coverages for the policy period 6/1/24-6/1/25 in the amount of \$2,391,134.57.

[NOTE: Parametric (hurricane) coverage, currently in force and discussed below, will expire on 8/31/24; renewal approval is sought today for policy period 9/1/24-6/1/25.]

ISSUE/BACKGROUND:

RTA has historically renewed a group of various insurance coverages on June 1st of each year. These include Overhead Catenary Systems [“OCS”], Property, Public Entity/Employment Practices Liability, Crime, and Flood. A relatively new coverage, termed “Parametric”, specifically designed to cover hurricane/named storm damage, was approved by the Board of Commissioners and secured in Third Quarter of CY 2023. All policies are marketed and placed by the RTA insurance broker of record, The Kennedy Financial Group of Louisiana, Inc., and provide optimal coverage at the most competitive cost.

DISCUSSION:

It is necessary that RTA proceed with renewal of these insurance coverages through the RTA broker of record, The Kennedy Financial Group of Louisiana, Inc., on a timely basis:

Overhead Catenary Coverage [“OCS”]: Total Insured Value of \$29,060,797, covering all catenary lines in RTA streetcar system, including wires and poles. Total limits: \$12M.

Property: Total Insured Value of \$120,311,275, extending to thirteen (13) locations, inclusive of buildings and contents, in addition to corollary structures (station stops, substations, etc.) and the land-based portion of the Canal Street Ferry Terminal.

Public Entity/Employment Practices Liability: \$5M per wrongful act, covering public officials/employees for errors or omissions in duty.

Crime: \$1M/\$500,000 limits, covering forgery and alteration, on-premises/off-premises theft and burglary, computer fraud, funds transfer fraud, and related financial crime.

Flood: Twelve (12) locations. Limits of \$500,000 per building, with the exception of the chassis wash

at ENO with limits of \$250,000.

Parametric: Calculation Locations are distributed via 32 “pins” across the RTA’s service area. The policy limit (\$4M per occurrence) is distributed equally across all covered locations.

Details of the respective coverages can be found in the Resolution and associated attachments.

For comparative purposes, the total cost for these respective coverages for policy period 2023-2024 was \$2,491,765.57. With favorable market conditions, the total cost for the same coverages for policy period 2024-2025 is now \$2,391,134.57, yielding a decrease of \$100,631.00 from last year (approximately 3.1%).

This decrease is directly attributable to moderation of property rates, carrier pricing stabilization, and the widening of insurer risk position.

FINANCIAL IMPACT:

\$2,391,134.57

Funds for these contracts are available from the RTA Operational budget. (See attachments for details.)

NEXT STEPS:

Proceed with renewal of insurance coverages as indicated above.


ATTACHMENTS:

- Resolution for Renewal of Various Insurance Coverages [2024-2025]
- RTA Comparison Spreadsheet: 6/1/24-2025 Insurance: Expiring versus Renewal
- Marketing Summary Report - Property/OCS
- RTA Wright National Flood Renewal 2024-2025

Prepared By: Marc Popkin
Title: Risk Management Counsel

Reviewed By: Mark Major
Title: Deputy CEO

Reviewed By: Gizelle Banks
Title: Chief Financial Officer



5/1/2024

Lona Edwards Hankins
Chief Executive Officer

Date

REGIONAL TRANSIT AUTHORITY
6/1/2024-2025 INSURANCE
EXPIRING VERSUS RENEWAL

	6.1.2023-2024 Expiring Program				6.1.2024-2025 Renewal Program			
Coverage	Company	Limits/Exposure	Premium	Deductible	Company	Limits/Exposure	Premium	Deductible
Property	Lexington, Lloyds, Westchester, Canopius, Beazley, Sampo, Markel, RiskSmith, Rivington, London, Core, Kinsale, Munich, SRU, Arch, Prosgit, Arrowhead AXA (XL) terrorism CNA B&M	Total Insured Value: \$120,311,275 Flood/Earth Movement \$30,000,000 Sublimit Extra Expense - \$1M	\$1,600,543.37 + 10,424.00 B&M + 18,873.00 terrorism = \$1,629,840.37	\$25,000 ea. Occ. Except: Flood in Special Flood Hazard Areas above NFIP maximum, whether purchased or not, subject to \$100,000 as respects Time Element. Flood In All Other Locations \$50,000 per occurrence. Named Storm 2% of 100% value per unit of insurance, subject to a combined minimum of \$100,000	Lexington, Lloyds, Westchester, Canopius, Beazley, Sampo, Markel, RiskSmith, Rivington, London, Core, Kinsale, Munich, SRU, Arch, Prosgit, Arrowhead AXA (XL) terrorism CNA B&M	Total Insured Value: \$120,311,275 Flood/Earth Movement \$30,000,000 Sublimit Extra Expense - \$1M	\$1,600,543.37 + 10,424.00 B&M + 18,873.00 terrorism = \$1,629,840.37	\$25,000 ea. Occ. Except: Flood in Special Flood Hazard Areas above NFIP maximum, whether purchased or not, subject to \$100,000 as respects Time Element. Flood In All Other Locations \$50,000 per occurrence. Named Storm 2% of 100% value per unit of insurance, subject to a combined minimum of \$100,000.
OCS	Markel Starr Surplus Bridgeway Landmark	\$29,060,797 TIV \$5,000,000 \$3.5m p/o \$7m xs \$5m \$1.0m p/o \$7m xs \$5m \$2.5m p/o \$7m xs \$5m Excludes flood	\$289,446.00 \$ 62,910.00 \$ 52,425.00 <u>\$ 61,789.00</u> \$466,570.00	\$10,000 per occ \$50,000 earthquake NWS: 5% of the total values involved in the loss with a \$250k minimum	Markel Starr Surplus Bridgeway Landmark	\$29,060,797 TIV \$5,000,000 \$3.5m p/o \$7m xs \$5m \$1.0m p/o \$7m xs \$5m \$2.5m p/o \$7m xs \$5m Excludes flood	\$289,446.00 \$ 62,910.00 \$ 52,425.00 <u>\$ 61,789.00</u> \$466,570.00	\$10,000 per occ \$50,000 earthquake NWS: 5% of the total values involved in the loss with a \$250k minimum
Flood	Wright Flood	Please refer to Flood Schedule – 12 policies	\$38,904.00		Wright Flood	Please refer to Flood Schedule – 12 policies	\$39,593.00	

REGIONAL TRANSIT AUTHORITY
6/1/2024-2025 INSURANCE
EXPIRING VERSUS RENEWAL

	6.1.2023-2024 Expiring Program					6.1.2024-2025 Renewal Program			
Coverage	Company	Limits/Exposure	Premium	Deductible		Company	Limits/Exposure	Premium	Deductible
Public Entity Errors & Omissions and Employment Practices Liability	AIG Specialty	\$5,000,000 Per Wrongful Act subject to \$5M Aggregate	\$106,190.00	\$100,000 Each Loss		AIG Specialty	\$5,000,000 Per Wrongful Act subject to \$5,000,000 Aggregate	\$101,332.00	\$100,000 Each Loss
Crime	National Union	Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Prem Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Ords & Counterfeit Paper Currency \$1M	\$7,009.20	\$25,000 \$25,000 \$7,500 \$7,500 \$7,500 \$25,000 \$25,000 \$25,000		National Union	Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Prem Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Ords & Counterfeit Paper Currency \$1M	\$7,009.20	\$25,000 \$25,000 \$7,500 \$7,500 \$7,500 \$25,000 \$25,000 \$25,000
Parametric	Fortegra Specialty, Palms Specialty, Lloyds	\$4,000,000 per occurrence/aggregate 9/1/2023 – 9/1/2024	\$243,252.00	N/A		Fortegra Specialty, Palms Specialty, Lloyds	\$4,000,000 per occurrence/aggregate 9/1/2024 – 6/1/2025	\$146,790.00	N/A
		Premium excluding Flood Flood Premium Total Renewal Premium	\$2,452,861.57 \$ 38,904.00 \$2,491,765.57				Premium excluding Flood Flood Premium Total Renewal Premium	\$2,351,541.57 \$ 39,593.00 \$2,391,134.57	

MARKETING SUMMARY REPORT

Account Name: Regional Transit Authority of Southeast Louisiana
Line Of Business: Property and OCS
Effective Date: 6/1/2024

Market	Comments
Allied World Assurance Company	AWAC declined as they are not interested in 100% LA schedules.
Amwins Global Risks	Lloyd's was able to offer additional capacity on a Primary basis at a rate reduction.
ARCH Insurance Group	Arch was able to maintain expiring line offering a flat renewal.
Arris Property Underwriters	Arris is unable to quote.
Arrowhead Insurance Risk Managers, LLC	Arrowhead maintained expiring line and while initially offering rate increase came down to a flat renewal.
Aspen Insurance	Aspen declined based on the exposure south of I-10.
AXA XL, a division of AXA	XL declined based on the exposure being 100% Southern Louisiana.
AXIS Insurance	AXIS' model results were too high resulting in higher premiums than current capacity on the renewal placement.
Beazley USA	Beazley offered flat renewal on expiring line.
Berkshire Hathaway Specialty Insurance Company	Berkshire believes the account is underpriced based on their view of catastrophic exposure and LA legal environment.
Canopus Underwriting Agency, Inc	Canopus offered additional capacity, but also increased rate over expiring.
CNA	CNA declined as they are currently not writing schedules with 35% or more of the values in Louisiana.
Coaction Specialty	CoAction offered renewal line, however new capacity was more competitive.
Core Specialty Insurance Holdings, Inc.	Core is able to maintain existing line and a flat rate. They can consider additional capacity, but that will necessitate a rate increase.
Crum & Forster	C&F declined based on their lack of interest in Louisiana-based accounts.

CuroTech Specialty Inc.	Curotech declined due to catastrophic exposure.
Everest National Insurance Company	Everest is willing to offer a small line, but will require higher premium and deductibles than the renewal program has.
General Star	GenStar declined due to LA Flood exposure and pricing.
Hudson Insurance Group	Hudson declined based on Hurricane exposure.
Insur-Fi	Insur-Fi / Ardellis is not able to write XS property coverage in any Tier 1 wind counties.
Intact Insurance	Intact will only consider this risk in an excess position excluding catastrophic.
Ironshore	Ironshore is willing to offer primary or buffer capacity, but not willing to meet pricing objectives for the renewal.
James River Insurance Company	James River is hesitant to deploy capacity in LA and is not able to offer helpful lines on this renewal.
Kemah Capital LLC	Kemah will need the Primary to be over \$1m layer before they can consider.
Kinsale Insurance Company	Kinsale offered renewal with 10% rate increase over expiring.
Lancashire Specialty Insurance Services	Lancashire declined as they are not a market for 100% Louisiana risks.
Lexington Insurance Company	Lexington stretched their capacity to a Primary \$30m to deliver cost savings to the RTA.
Markel	Markel offered renewal on their expiring line.
Mitsui Sumitomo Insurance	Mitsui declined due to Named Storm exposure.
Munich Re America	Munich offered renewal on their expiring lines for both OCS and Property programs.
Navigators Insurance Company	Navigators declined based on this being 100% New Orleans.
Paragon Insurance Holdings, LLC	Paragon is not interested in providing capacity on 100% LA new business accounts.
R.B. Jones Property	RBJ declined based on aggregate accumulations in the NOLA area and pricing targets for this account.
Risksmith Insurance Services	RiskSmith maintained their line with a rate reduction for the renewal.

Rivington Partners	Rivington is working with new capacity who struggles in Louisiana.
RLI Insurance Company	RLI refuses to write LA business because of their opinion of court system not honoring contracts.
RSUI	RSUI offered renewal on OCS but is not able to offer helpful line on main property program.
Skyward Specialty Insurance Group	Skyward declined based on NWS exposure.
Sompo International	Sompo offered renewal with rate reduction.
SRU	SRU renewed their expiring line but was replaced by more competitive new capacity.
Starr Technical Risks Agency, Inc.	Starr declined due to being 100% catastrophic exposure and concerns over LA.
Swiss Re	Swiss Re declined based on their modeling results and pricing for the account.
Velocity Risk Underwriters, LLC	Velocity's pricing is well above program targets for every layer.
W.R. Berkley Corporation	WRB offered new capacity in \$20m xs \$30m layer to achieve pricing relief for RTA.
Waypoint (AmRisc)	Waypoint declined because of the Tier 1 & Tier 2 Louisiana exposure.
Westchester, A Chubb Company	Westchester offered a renewal with significant rate reduction.
Westfield Specialty Insurance Company	Westfield wants higher premiums than other markets will support on this risk.
Zurich North America	Zurich declined based on class.

Regional Transit Authority

Wright National Flood Renewal 2024-2025

Location	Property Description	Flood Zone	Term	Policy Number	Insured Building Limit	Insured Contents Limit	Deductible	Renewal Premium
3901 Desire Pkwy NOLA 70126	Office Building	X	6/01/24-25	17115041833714	\$500,000	\$50,000	\$1,250	\$4,141
3900C Desire Pkwy NOLA 70126	Chassis Wash	X	6/11/24-25	17115043563514	\$250,000	\$50,000	\$1,250	\$2,853
3900A Desire Pkwy NOLA 70126	Maintenance Building	X	6/01/24-25	17115041833814	\$500,000	\$500,000	\$1,250	\$5,458
3900D Desire Pkwy NOLA 70126	Bus Wash	X	6/01/24-25	17115041834014	\$500,000	\$50,000	\$1,250	\$3,305
3900B Desire Pkwy NOLA 70126	Fueling Bldg	X	6/01/24-25	17115041834114	\$500,000	\$100,000	\$1,250	\$3,200
419 Napoleon Ave NOLA 70115	Barn Rear	X	6/01/24-25	17115041833513	\$500,000	\$200,000	\$1,250	\$2,014
419 Napoleon Ave NOLA 70115	Training School	X	6/01/24-25	17115041833614	\$500,000	\$50,000	\$1,250	\$1,689
8201 Willow St NOLA 70118	Streetcar Facility	X	6/01/24-25	17115041834214	\$500,000	\$500,000	\$1,250	\$4,359
2817 Canal St NOLA 70119	Office Building	X	6/01/24-25	17115140107808	\$500,000	\$500,000	\$1,250	\$2,625
2817A Canal St NOLA 70119	SIS Facility	X	6/01/24-25	17115140108108	\$500,000	\$500,000	\$1,250	\$3,225
2817B Canal St NOLA 70119	Tire Shop/ Bus Wash	X	6/01/24-25	17115140107908	\$500,000	\$250,000	\$1,250	\$3,202
2817C Canal St NOLA 70119	Vault/Fuel Bldg	X	6/01/24-25	17115140108008	\$500,000	\$500,000	\$1,250	\$3,522
Total Premium								\$39,593

Prepared by BRK Insurance Group, A Relation Company



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

504.827.8300

www.norta.com

RESOLUTION NO. 24-022

STATE OF LOUISIANA

PARISH OF ORLEANS

**RESOLUTION FOR RENEWAL OF VARIOUS INSURANCE COVERAGES
FOR POLICY PERIOD JUNE 1, 2024 TO JUNE 1, 2025**

Introduced by Commissioner Daniels,
seconded by Commissioner Sams.

WHEREAS, the Board of Commissioners of the Regional Transit Authority (RTA) has considered the matter of contract award for renewal of various insurance coverages to several different firms; and

WHEREAS, the RTA insurance broker, The Kennedy Financial Group of Louisiana, Inc. and staff received and reviewed offers to provide the specific insurance coverage (s) required and based upon that review determined that the selected insurer(s) would provide the coverage at a fair and reasonable price; and

WHEREAS, based upon broker and staff recommendations, the Board of Commissioners has selected Lexington, Lloyds, Westchester, Canopi, Beazley, Sompo, Markel, RiskSmith, Core, Kinsale, SRU, Arch, ProSight, Arrowhead, AXA (XL), CNA (B&M), Wright National, AIG Specialty, National Union, Starr, Landmark, Fortegra Specialty, and Palm Specialty; and

WHEREAS, funds for these contract(s) are available from the operational budget.

RESOLUTION NO. 24-022
PAGE TWO

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the Chief Executive Officer, or her designee, is authorized to execute contract(s) with the below companies for the type and coverage noted at the listed price:

Type and Coverage	Company	2024-2025 Premium
Overhead Catenary Coverage [OCS] \$29,060,797 TIV	Markel, Starr, Lloyds, Landmark	\$466,570.00
Property \$120,311,275 TIV	Lexington, Lloyds, Westchester, Canopus, Beazley - first layer; Sompo, Markel, RiskSmith, Core, Kinsale, SRU, Arch, Prosight, Arrowhead, AXA (XL), CNA (B&M)	\$1,629,840.37
Public Officials/Employees Liability \$5,000,000 per wrongful act	AIG Specialty	\$101,332.00
Crime Employee Theft \$1M Forgery/Alteration \$1M On Premises Theft \$500K On Premises Burglary \$500K Outside Premises \$500K Computer Fraud \$1M Funds Transfer Fraud \$1M Money Orders & Counterfeit Paper Currency \$1M	National Union	\$7,009.20
Flood \$500,000 per building (except for ENO Chassis Wash), with various coverage on contents	Wright National	\$39,593.00
Parametric \$4,000,000 per occurrence and aggregate	Fortegra Specialty, Palm Specialty, Lloyds	146,790.00
TOTAL		\$2,391,134.57

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>2</u>

AND THE RESOLUTION WAS ADOPTED ON THE 28th DAY OF MAY, 2024.



MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 24-031

Board of Commissioners

Amendment 10 to the CEA between DOTD and RTA to revise Exhibit K

DESCRIPTION: Execute an amendment to the CEA between DOTD and RTA.	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 an amendment to the Cooperative Endeavour Agreement (CEA) between the Department of Transportation and Development (DOTD) of the State of Louisiana and the Regional Transit Authority (RTA), specifically Exhibit K, as provided in the attached draft of Amendment No. 10.

ISSUE/BACKGROUND:

RTA’s management present for the Committee’s consideration and referral to the Board of Commissioners approval and issuance of a resolution authoring the RTA’s Chief Executive Officer to execute an amendment to an existing (CEA) between the RTA and the DTOD to add a new Purchase Order number to the CEA for future annual subsidies.

DISCUSSION:

The CEA, effective on February 16, 2014, regulates the cooperative endeavor agreement between RTA and DOTD related to the ferry service. Amongst the CEA’s exhibits is Exhibit K (Purchase Order (PO) 2000071309), the State Annual Subsidy Schedule, which contains the statement of annual ferry subsidy, including the schedule of transfer of estimated funds. While several sources of State provided funding have subsidized the ferry service, the main source of State funding to subsidize the ferry service is pursuant to RS 48:25.1(A), known as the Transportation Trust Fund, and RS 48:25.2, known as the New Orleans Ferry Fund.

In the case of the Transportation Trust Fund, RS 48:25.1(A) provides that “[t]he [DOTD][] shall... contribute from its operating budget not more than four million dollars annually for the continued operation of the Chalmette ferry...” On the other hand, for the New Orleans Ferry Fund, RS 48:25.2 requires that,

- A. ...beginning July 1, 2019, and each year thereafter, after compliance with the requirements of Article VII, Section 9(B) of the Constitution of Louisiana, and after allocating state highway fund No. 2 for the Greater New Orleans Expressway Commission, the treasurer shall deposit into the fund, an amount equal to the total of all of the funds derived from the collection of registration and license fees and taxes collected by the state pursuant to R.S. 47:462, and as provided in R.S. 47:481, in the parish of Orleans.

- C. Monies appropriated from the [New Orleans Ferry F] fund shall be used exclusively by the [DOTD][] to fund operations of the Chalmette Ferry and to provide service formerly operated by its Crescent City Connection Division.

The actual amount of the subsidy derived from the New Orleans Ferry Fund is subject to the Revenue Estimating Conference Forecast.

As per Exhibit K, as amended to date, since February 16, 2014 (Project Year 1) and July 1, 2023 (Project Year 11), the DOTD has transferred annually the following amounts:

Project Year/Period	Transfer Date	Transfer Amounts
Project Year 1	February 16, 2014	\$975,760
Project Year 2	July 1, 2014	\$5,500,000
Project Year 2	January 1, 2015	\$680,881
Project Year 3	July 1, 2015	\$4,800,000
Project Year 4	July 1, 2016	\$4,800,000
Project Year 4	November 1, 2016	\$700,000
Project Year 5	July 1, 2017	\$5,630,000
Project Year 6	July 1, 2018	\$4,000,000
Project Year 7	July 1, 2019	\$4,000,000
Project Year 8	July 1, 2020	\$6,280,000
Project Year 9	July 1, 2021	\$5,140,000
Project Year 10	July 1, 2022	\$5,140,000
Project Year 11	July 1, 2023	\$5,140,000

Since its effective date, the CEA has been amended on occasions, amongst other reasons, to add project years and/or to increase the maximum compensation payable to the RTA for each project year. The latest amendment to Exhibit K, incorporated as part of Amendment No. 10 to the CEA, maximizes compensation payable to the RTA under Purchase Order (PO) Number 2000071309, decreasing it from \$99,046,641.00 to \$52,786,641.00, which includes compensation for the CEA, inclusive of Amendment Nos. 1 through 10 but limiting this PO to project years 1 through 11; incorporates PO Number 2000799072 into this CEA, with a maximum compensation payable to the RTA under it to \$46,260,000.00, which includes compensation for the CEA, inclusive of Amendments Nos. 1 through 10, but limiting this PO to project years 12 through 20.

Amendment No. 10 to the CEA is intended to revise Exhibit K of the CEA to add a new Purchase Order (PO) for future annual subsidies Project Years 12-20as follows:

Project Year/Period	Transfer Date	Transfer Amounts
Project Year 12	July 1, 2024	\$5,140,000
Project Year 13	July 1, 2025	\$5,140,000
Project Year 14	July 1, 2026	\$5,140,000
Project Year 15	July 1, 2027	\$5,140,000
Project Year 16	July 1, 2028	\$5,140,000
Project Year 17	July 1, 2029	\$5,140,000
Project Year 18	July 1, 2030	\$5,140,000
Project Year 19	July 1, 2031	\$5,140,000
Project Year 20	July 1, 2032	\$5,140,000

FINANCIAL IMPACT:

No Financial Impact

NEXT STEPS:

RTA's management recommends that this Committee submit for the Board of Commissioner's approval the issuance of a resolution authoring the RTA's Chief Executive Officer to execute the corresponding amendment to the CEA, as provided in the attached draft of Amendment No. 10. The effective date will be entered by DOTD secretary upon execution of the amendment.

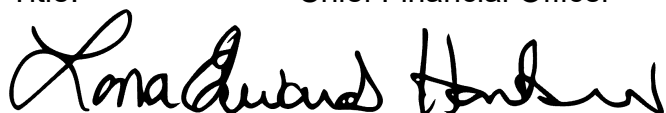
ATTACHMENTS:

1. Resolution
2. Amendment 10 to RTA Ferry Services Line CEA
3. RTA DOTD CEA
4. Exhibit K

Prepared By: Justin Cayless
Title: Chief Transit Officer

Reviewed By: Gizelle Banks

Title: Chief Financial Officer



5/1/2024

Lona Edwards Hankins
Chief Executive Officer

Date

**AMENDMENT NO. 10 TO
COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN**

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

AND

**REGIONAL TRANSIT AUTHORITY
2817 CANAL STREET
NEW ORLEANS, LA**

FOR

**PURCHASE ORDER NO. 2000071309 & 2000799072
ORLEANS, JEFFERSON, & ST. BERNARD PARISHES**

This Amendment (Amendment No. 10) to a certain Cooperative Endeavor Agreement (CEA) between the **Regional Transit Authority (RTA)** and the **State of Louisiana Department of Transportation and Development (DOTD)**, dated February 16, 2014 is entered into this _____ day of _____, 20____.

1.

AMENDMENT PROVISIONS

By this Amendment No. 10, the parties hereby agree to amend the CEA as follows:

1. The maximum compensation payable to the RTA under Purchase Order (PO) Number 2000071309 to this CEA is hereby decreased from \$99,046,641.00 to \$52,786,641.00, which includes compensation for the CEA, inclusive of Amendment Nos. 1 through 10 but limiting this PO to project years 1 through 11;
2. Incorporate PO Number 2000799072 into this CEA with a maximum compensation payable to the RTA under it to \$46,260,000.00, which includes compensation for the CEA, inclusive of Amendments Nos. 1 through 10, but limiting this PO to project years 12 through 20.
3. The State Annual Subsidy Schedule has been revised in the attached "Exhibit K", as referenced in **Article VIII Financial Matters, 8.2 State Annual Subsidy Schedule** of the Agreement, due to additional funds provided for in the law.

2.

The DOTD and the RTA agree that all provisions of the above-referenced CEA dated February 16, 2014, Amendment Nos. 1 through 9, to the extent not inconsistent with this Amendment No. 10, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

REGIONAL TRANSIT AUTHORITY

Witness for First Party

BY: _____

Typed or Printed Name

Typed or Printed Name

Witness for First Party

Title

Typed or Printed Name

WITNESSES:

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

Witness for Second Party

BY: _____
Secretary

Typed or Printed Name

Typed or Printed Name

Witness for Second Party

RECOMMENDED FOR APPROVAL

Typed or Printed Name

BY: _____
Division Head

Typed or Printed Name

EXHIBIT “K”

Statement of Annual Ferry Operating Subsidy

1. Transportation Trust Funds -- \$4 million per year for each Project Year;
2. New Orleans Ferry Fund (La. R.S. 48:25.2) – Approximately \$800,000 per year each Project Year until June 30, 2017, and \$1,630,000 for Project Year 5 only; approximately \$1,140,000 for Project Years 7 – 10 (subject to Revenue Estimating Conference Forecast); approximately \$1,140,000 for Project Years 11 – 20 (subject to Revenue Estimating Conference Forecast);
3. Crescent City Transition Fund (La. R.S. 48:1161.2(a)) – \$700,000 per Project Year for Project Year 1 and Project Year 2 only;
4. Unexpended and unencumbered monies remaining in Geaux Pass Transition Fund; appropriation to DOTD for operational and maintenance costs for the New Orleans Ferries (La. R.S. 9:154.2.D(3)(a)) - \$680,881 for Project Year 2 only;
5. Revenues from DOTD (Flex, not included in DOTD P.O.) - \$700,000 for Project Year 4; and
6. Any additional funds statutorily or otherwise appropriated by law.

Schedule of Transfer of Estimated Funds

Project Year/Period	Transfer Date	Transfer Amount
¹ Project Year 1	February 16, 2014	\$975,760
Project Year 2	July 1, 2014	\$5,500,000
² Project Year 2	January 1, 2014	\$680,881
Project Year 3	July 1, 2015	\$4,800,000
Project Year 4	July 1, 2016	\$4,800,000
Project Year 4	November 1, 2016	\$700,000
Project Year 5	July 1, 2017	\$5,630,000
Project Year 6	July 1, 2018	\$4,000,000
Project Year 7	July 1, 2019	\$4,000,000
Project Year 8	July 1, 2020	\$6,280,000
Project Year 9	July 1, 2021	\$5,140,000
Project Year 10	July 1, 2022	\$5,140,000
Project Year 11	July 1, 2023	\$5,140,000
Project Year 12	July 1, 2024	\$5,140,000
Project Year 13	July 1, 2025	\$5,140,000
Project Year 14	July 1, 2026	\$5,140,000
Project Year 15	July 1, 2027	\$5,140,000
Project Year 16	July 1, 2028	\$5,140,000
Project Year 17	July 1, 2029	\$5,140,000
Project Year 18	July 1, 2030	\$5,140,000
Project Year 19	July 1, 2031	\$5,140,000
Project Year 20	July 1, 2032	\$5,140,000

1. Project Year 1 Transfer Amount calculated as follows:
 - a. Balance available as of 2/1/2014: \$2,190,267
 - b. Projected expenditures between 2/1/2014 & 2/16/2014 (excludes insurance): (\$200,000)
 - c. Amount to retain for personnel costs during staffing period: (\$660,000)
 - d. Amount to retain from transfer for invoice payments after effective date: (\$125,000)
 - e. Amount to retain for insurance through 2/16/2014 (50% of 3rd quarterly premium payment, not yet paid): (\$156,845)
 - f. Amount to retain for M/V Thomas Jefferson hull insurance only from 2/16/2014 through 6/30/2014: (\$37,662)
 - g. Amount to retain for M/V St. John or M/V Levy hull insurance from 2/16/2014 through 6/30/2014: (\$35,000)
 - h. All retained amounts are estimates only. DOTD will provide an accounting for expenditures after the effective date and any remaining balances at the end of the sixty (60) day period will be transferred to RTA.
2. Additional funds appropriated to DOTD in 2014 due to remaining balance in Geaux Pass Transition Fund, appropriated to DOTD after the initial subsidy transfer for Project Year 2.
3. Project Years 1 thru 11 funding were disbursed under Purchase Order #200071309.

LOUISIANA DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT

AND

REGIONAL TRANSIT AUTHORITY

COOPERATIVE ENDEAVOR AGREEMENT
FOR
FERRY SERVICES

(Lower Algiers-to-Chalmette, Canal Street-to-Algiers Point,
and Gretna-to-Canal Street Ferry Service Lines
in Orleans, Jefferson, and St. Bernard Parishes)

RFx # 30000001294

COOPERATIVE ENDEAVOR AGREEMENT

between the

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

STATE OF LOUISIANA,

the

REGIONAL TRANSIT AUTHORITY

This **COOPERATIVE ENDEAVOR AGREEMENT**, for the public purposes hereinafter declared, is made and entered as of this 16th day of February 2014 (“Effective Date”), by and between:

a) The Department of Transportation and Development, State of Louisiana, hereinafter “DOTD” or “Owner”, represented herein by its Secretary, Sherri LeBas, P.E.; and

b) Regional Transit Authority, hereinafter “RTA” or “Charterer”, represented herein by its duly authorized representative, Salvador G. Longoria, Chairman, Regional Transit Authority Board of Commissioners.

WITNESSETH:

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana, provides that: “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, Article VI, Section 20 of the Constitution of the State of Louisiana provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, et seq.) (the “Local Services Law”), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion of and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, under the Local Services Law such arrangements may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purpose of the Agreement (as defined below), and such agreements may include but are not limited to activities concerning the improvement, operation, repair and maintenance of public assets or improvements; and

WHEREAS, Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:9020, et seq.) (the "Cooperative Economic Development Law"), provides that local governmental subdivisions and political subdivisions may cooperate or engage in cooperative endeavors with other local governmental subdivisions or with any other private or public entity or person, for the purpose of aiding in cooperative development, all as defined in the Cooperative Economic Development Law; and

WHEREAS, as of January 1, 2013, the Crescent City Connection Division ("CCCD") no longer exists as a separate division of the DOTD, and operations previously conducted by the CCCD, including operation of Ferry Service (as defined below), has been folded into the DOTD's day-to-day operations; and

WHEREAS, the DOTD has ceased collecting tolls on the Crescent City Connection Bridge, some of which toll revenue was utilized in the operation of the Ferry Services; and

WHEREAS, the DOTD is statutorily obligated to operate and provide insurance for the Chalmette-to-Lower Algiers ferry and contribute from its operating budget not more than \$4 million annually for this ferry service line; and

WHEREAS, in accordance with 2013 La. Sess. Law Serv. Act 273 (S.B. 215) (West), monies from the statutorily created New Orleans Ferry Fund shall be appropriated and be used exclusively by the DOTD to fund operations of the Chalmette ferry and to provide other ferry service formerly operated by the CCCD;

WHEREAS, in accordance with 2013 La. Sess. Law Serv. Act 273 (S.B. 215) (West), the DOTD may enter into a cooperative endeavor agreement for ferry service with a political subdivision of the state;

WHEREAS, the DOTD and RTA determined that the Ferry Services constitute a public purpose within the meaning of Article VII, Section 14(C) of the Constitution of the State of Louisiana and specifically it has been determined by DOTD and RTA that the continuance of ferry services for public transit is an essential public purpose, whereby the ferry services provide a critical portion of transit in this region.

WHEREAS, the RTA seeks to provide operation of the ferry lines at Chalmette-to-Lower Algiers and other ferry services formerly operated by the CCCD, (specifically Canal Street-to-Algiers Point, and Gretna-to Canal Street in Orleans, Jefferson and St. Bernard Parishes); and

WHEREAS, the RTA is authorized by statute to operate Ferry Services, and

WHEREAS, the parties hereto wish to cooperate for the purposes of: a) the efficient operation, management, and administration of the designated ferry lines; and b) maintaining access to the designated ferry lines in accordance with the terms and conditions set forth in this Agreement, including any exhibits thereto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS AND SCOPE**

1.1 For purposes of this Agreement the terms below are defined as set forth:

a. "Agreement" means this Cooperative Endeavor Agreement between the DOTD and the RTA setting forth the obligations of the parties thereunder. The Agreement includes this Cooperative Endeavor Agreement and all exhibits and attachments thereto (collectively the "CEA Documents"); the Notice to Proceed ("NTP"); and any amendments that are required to complete the performance of the Agreement in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

b. "Alteration" means the definition as defined in the regulation implementing the Americans with Disabilities Act, 49 CFR 37.3.

c. "DOTD" means the Department of Transportation and Development, State of Louisiana.

d. "Ferry Service" means the three (3) ferry service lines formerly operated by the CCCD: (1) the Chalmette-to-Lower Algiers ferry line, (2) the Canal Street-to-Algiers Point ferry line, and (3) the Gretna-to-Canal Street ferry line.

e. "Ferry Services Transition Period" means that period of time commencing upon the Effective Date of this Agreement and ending on December 31, 2014.

f. "Gross Revenue" means all revenues received by RTA or its subcontractors of any tier, designee(s), assignee(s), and/or sub-charterer(s) in connection with Ferry Services minus the subsidy repayment requirement in Section 2.5(e).

g. "Operating Cost" means expenses incurred in the operation and support of Ferry Services, including any insurance deductibles, accruals or claim expenses.

h. "Operating Subsidy" means necessary State of Louisiana public funding provided to assist in deferring the cost of Ferry Services.

i. "Project Year" means that period of time commencing on July 1st of any year and ending on June 30th of the following year.

j. "RTA" means the Regional Transit Authority, the party authorized to operate transportation services in Orleans, St. Tammany, Plaquemines, Jefferson and St. Bernard Parishes of Louisiana and engaged by the DOTD to manage the Ferry Service.

k. "Vessels" means the six (6) ferries owned by the DOTD covered from time to time under the Blanket Bareboat Charter Agreements between DOTD and RTA (as Owner and Charterer, respectively) and between RTA and its assignee (as Charterer and Sub-Charterer, respectively), and

separately chartered under individual charter orders and as approved by the Maritime Administration Charter Order MA-7042, all attached herein as Exhibit "A," as follows:

1. Louis B. Porterie, USCG Doc. No. 236610
2. Thomas Jefferson, USCG Doc. No. 242522
3. St. John, USCG Doc. No. 582890
4. Sen. Alvin T. Stumpf, USCG Doc. No. 593578
5. Capt. Neville Levy, USCG Doc. No. 588306
6. Col. Frank X. Armiger, USCG Doc. No. 593755

"Vessels" also includes those barges owned by DOTD and chartered and sub-chartered pursuant to individual Charter Orders under the respective Blanket Bareboat Charter Agreements.

Additionally, all defined terms in the Blanket Bareboat Charter Agreement and Blanket Bareboat Sub-Charter Agreement shall have the same meanings in this Agreement, unless otherwise expressly defined herein.

1.2 The Parties agree to execute any documents necessary to effect the covenants set forth in this Agreement including without limitation the Blanket Bareboat Charter Agreement, the Blanket Bareboat Sub-Charter Agreement, and the Charter Orders for each Vessel all in substantially the present form contemporaneously with the execution of this Cooperative Endeavor Agreement, as approved pursuant to the Maritime Administration's Charter Order MA-7042, which documents are attached hereto as:

Exhibit "B," Blanket Bareboat Charter Agreement and Charter Orders; and

Exhibit "C," Blanket Bareboat Sub-Charter Agreement and Sub-Charter Order.

1.3 For purposes of identification and record keeping, the following Purchase Order Number has been assigned to this Agreement:

RFx # 30000001294

All correspondence, invoices, progress reports, and other such documents submitted to the DOTD in relation to the performance of this Agreement shall be identified by the Purchase Order Number.

ARTICLE II AGREEMENT TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall be for Five (5) Project Years. This Agreement shall commence on the Effective Date, which will commence the First Project Year, and terminate on at the conclusion of the Fifth Project Year, unless terminated earlier as provide in this Agreement. This Agreement may be extended for two (2) additional terms each for five (5) Project Year periods, each requiring consent of the parties to effectuate the term extension.

2.2 Ferry Services Transition Period. Each month during the Ferry Services Transition Period, RTA, or its assignee, will review the operational and financial data from the operation and evaluate any proposals for amendments of the operations model to assure viability. DOTD will be provided monthly copies of all operational and financial data.

2.3 Termination for Default. This Agreement may be terminated by either party for default. Prior to any termination for default, the terminating party(ies) shall give written notice of default to the alleged defaulting party(ies) and provide said party with thirty (30) days within which the alleged defaulting party(ies) may cure the default. Should the alleged defaulting party(ies) fail to cure the default within the thirty (30) day cure period (or, in circumstances where the alleged default cannot reasonably be cured in thirty (30) days, have failed to take reasonable efforts to cure the default in a commercially reasonable time period) this Agreement shall terminate on the date specified in the notice of default. Nothing herein shall be construed to limit any rights or remedies of the non-defaulting party(ies) for damages arising from the default of the other party(ies).

2.4 Termination for Convenience. This Agreement may be terminated at any time for convenience by either party on not less than sixty (60) days written notice. Upon receipt of notice of termination for convenience, the parties shall take all reasonable steps to wind down and/or transfer the Ferry Services. Ferry Services and funding therefrom shall continue until the termination date. If the termination occurs during the Ferry Service Transition Period, DOTD will pay to RTA a Termination Expense as provided in Article 8.3.

2.5 Responsibilities upon Termination. If this Agreement is terminated:

a. The parties shall cooperate to take all necessary steps to effectuate the termination and to preserve all Vessels, equipment and facilities;

b. The Blanket Bareboat Charter Agreement, Blanket Bareboat Sub-Charter Agreement and all individual Charter Orders shall terminate at midnight on the termination date;

c. All DOTD equipment and facilities shall be returned to DOTD as soon as practicable following the termination date;

d. Except for the Termination Expense, all unpaid sums due and owing for services performed and expenses incurred previously from any party to another party shall be paid within thirty (30) days;

e. All subsidy payments from DOTD to RTA shall be reconciled on a prorated basis to the termination date. Over or under payments shall be remitted by the appropriate party to the other party;

f. RTA or its assignee shall continue to operate Ferry Services until the last sailing prior to midnight on the termination date; and

g. Any unexpended and uncommitted grant proceeds shall be remitted to DOTD.

ARTICLE III EQUIPMENT AND FACILITIES

3.1 Equipment Inventory. Exhibit "D," sets forth an inventory of all DOTD vessels, barges, inventory and equipment currently available for use in operation of the Ferry Services. RTA, or its assignee, shall, by written designation, specify the DOTD assets it will use to operate the Ferry Services. DOTD and RTA shall enter into a Blanket Bareboat Charter Agreement and shall execute separate Charter Orders, each in substantially the present form attached as Exhibit "A," for each vessel and barge to be used in active ferry operations ("Chartered Vessels"). All other equipment, inventories and other assets, as attached in Exhibit "D," shall be transferred by DOTD to RTA. Initial ferry service shall utilize the Capt. Neville Levy, Sen. Alvin T. Stumpf, Louis B. Porterie and Col. Frank X. Armiger vessels. Upon return to service of the Thomas Jefferson, the St. John and Louis B. Porterie will be returned to DOTD possession for disposition as determined appropriate by DOTD. RTA or its assignee shall have the right to cease the use of any one or more of the vessels, barges, inventory and/or equipment and return them to DOTD at any time for any reason without consent of any party. Upon cessation of use of any Chartered Vessel, no charter hire shall be payable from RTA to DOTD for that vessel. At no time will RTA be responsible for charter hire, operations, maintenance, insurance or indemnity regarding more than the Chartered Vessels for active Ferry Services, which shall not exceed four (4) ferry vessels at any moment in time.

3.2 Facility Inventory. Exhibit "E," sets forth a list of all real property used by DOTD in the Ferry Services, including terminals and maintenance facilities. RTA or its assignee shall, by written designation, specify the DOTD real property assets it will use to provide the Ferry Services. Consideration for use of the terminals and maintenance facilities is satisfied by obligations assumed by the RTA pursuant to this Agreement and no additional cash consideration shall be required. The terminals and maintenance facilities shall be utilized for a public purpose consistent with Article VII, Section 14 of the Louisiana State Constitution.

3.3 Vessel Improvement Funds. DOTD shall request the use of one-time capital funds for the RTA or its assignee, which are designated in Exhibit "F," which RTA or its assignee shall use for the purchase of new or used Vessels and/or to fund upgrades and/or grant-authorized vessel maintenance to existing ferry vessels used for the operation of the Ferry Services ("Vessel Improvements"). DOTD, with the assistance of RTA, further agrees to apply for and otherwise make reasonable efforts to pursue all future United States Department of Transportation and/or Federal Transit Administration grants and, where applicable, local match funding, to improve safety, ferry operations and/or enhance the physical capital infrastructure. The availability of these funds for Vessel Improvements is a material condition upon which RTA has agreed to enter into this Agreement. If these funds for Vessel Improvements are not available within a reasonable period after the Effective Date of this Agreement, then RTA may terminate this Agreement and all related agreements without any further obligation to DOTD.

3.4 Facility Improvement Funds. DOTD shall request the use of one-time capital funds for RTA or its assignee, which are designated in Exhibit "G," which RTA or its assignee shall request for the use to upgrade ferry terminals and/or maintenance facilities identified in Section 3.2 and/or any grant-authorized facility maintenance ("Facility Improvements"). The parties recognize and agree that the funds identified in this Section 3.4 for Facility Improvements are derived from certain grant monies available to DOTD

and that the grant monies must be appropriately reprogrammed. DOTD agrees to make timely application to the Regional Planning Commission for the reprogramming of grant funds for this purpose no later than December 31, 2014. DOTD, with the assistance of RTA, further agrees to apply for and otherwise make reasonable efforts to pursue all future United States Department of Transportation and/or Federal Transit Administration grants and, where applicable, local match funding, to improve safety, ferry operations and/or enhance the physical capital infrastructure. The availability of these funds for Facility Improvements is a material condition upon which RTA has agreed to enter into this Agreement. If these funds for Facility Improvements are not available within a reasonable period after the Effective Date of this Agreement, then RTA may immediately terminate this Agreement and all related agreements without any further obligation to DOTD.

3.5 Improvement Responsibility. RTA, or its assignee, shall be responsible for the development of all specifications for Vessel Improvements and Facility Improvements, in accordance with FHWA and/or FTA grant requirements. Notwithstanding anything to the contrary in the Blanket Bareboat Charter Agreement and Blanket Bareboat Sub-Charter Agreement, the parties expressly authorize RTA, or its assignee, to make all Vessel Improvements and agree further that RTA, or its assignee, shall have no obligation to return the Vessels to their original condition after the Vessel Improvements are completed.

3.6 Improvement Consent. DOTD shall have the right to review and approve in writing the expenditure of funds in Section 3, which consent cannot be unreasonably withheld.

ARTICLE IV FERRY OPERATIONS

4.1 State Mandated Minimum Service. RTA, or its assignee, shall operate automobile ferry services on the Chalmette-Lower Algiers line from 6:00am to 8:45pm seven days a week operating a minimum of four (4) one-way trips an hour.

4.2 RTA Discretionary Service. RTA, or its assignee, shall have the right, but not the obligation, as determined by RTA, or its assignee, in its sole discretion and conditioned on financial viability and available resources, to:

- a) increase service beyond state mandated levels on the Chalmette-Lower Algiers line;
- b) operate ferry service on the Canal Street-Algiers Point line at a level of service afforded by available funding; with a goal of restoring service to pre-July 1, 2013 levels;
- c) provide Canal Street to Gretna service;
- d) operate surge services (additional ferry services above and beyond the normal weekday and weekend hours of service to serve demand created by special events). Said service may be operated at fares set by the RTA for said surge services; and
- e) reduce services on any ferry line for any reason at any time, subject to the minimum requirements in Section 4.1.

4.3 Services Suspended for Safety Reasons. In addition to being subject to the Force Majeure provision in this Agreement, the Ferry Services may be reduced or suspended for safety reasons in the sole discretion of the Master of any Vessel at any time.

4.4 Operational Requirements. Ferry Service shall be operated in accordance with the requirements of the following which shall have precedence over all other requirements:

- a. United States Coast Guard (USCG) Operations Requirements, per 46 CFR Subchapter H (Part 71);
- b. United States Coast Guard Maritime Security Requirements: Vessels, per 33 CFR Subchapter H (Part 103);
- c. Environmental Protection Agency (EPA) Vessel General Permit (VGP) Requirements, which can be viewed at <http://cfpub.epa.gov/npdes/vessels/vgpermit.cfm>; and
- d. United States Coast Guard Non Tank Vessel Response Plan (NTVRP), per 33 USC 1321(j)(5).

4.6 Terminal Security. Ferry terminals and landings shall be operated in accordance with the requirements of United States Coast Guard Maritime Security Requirements: Facilities, per 33 CFR Subchapter H (Part 104), which have precedence over all other requirements.

ARTICLE V MAINTENANCE

5.1 Equipment. As required pursuant to the Blanket Bareboat Charter Agreement, Blanket Bareboat Sub-Charter Agreement, and Charter Orders, a Condition and Valuation Survey of each Vessel has been conducted and is attached hereto as Exhibit "H." RTA or its assignee shall maintain all Chartered Vessels and equipment in accordance with the requirements of the Blanket Bareboat Charter Agreement and Charter Orders, including preventative maintenance and repair. RTA, or its assignee, shall be responsible for the cost of all vessel preservation and improvement maintenance and repairs including, but not limited to, major component rebuilds and all vessel maintenance requiring any dry docking or shipyard services for any purpose whatsoever, in accordance with the requirements of the Blanket Bareboat Charter Agreement and Charter Orders. All maintenance shall be conducted in accordance with the requirements of United States Coast Guard Inspection & Certification Requirements, per 46 CFR Subchapter H (Part 78), which shall have precedence over all other requirements.

5.2 Real Property. RTA, or its assignee, shall maintain all real property in as good condition as received, "reasonable wear and tear" excepted. As used herein, the term "reasonable wear and tear" shall include all deterioration reasonably related to use of the real property in ferry service by passengers and vehicles, deterioration due to the passage of time, and deterioration caused by exposure of the real property to the elements; "reasonable wear and tear" shall include all deterioration which is not typically repaired or remedied in routinely administered preventative maintenance or that typically repaired or remedied in routinely administered preventative maintenance but is between scheduled preventative maintenances. RTA or its assignee shall be responsible for providing all janitorial and utility services at terminal and maintenance facilities.

5.3 Warranty of Condition of Real Property. DOTD warrants at the time of delivery to RTA that the terminal, landing and maintenance facility premises are in good operating condition. DOTD agrees to defend, indemnify and hold the RTA, as well as its subcontractors of any tier, designee(s), assignee(s), and/or sub-charterer(s) harmless from any claims or lawsuits asserting that the terminal, landing or maintenance facilities do not meet ADA accessibility requirements from the Effective Date until which time RTA or its assignees commences construction of any Alteration on said facilities,, and such defense, indemnity and hold harmless obligation shall be provided regardless of whether the RTA, its subcontractors of any tier, designee(s), assignee(s), and/or sub-charterer(s) are partially, concurrently, jointly, or solely at fault; DOTD agrees to be solely responsible for the payment of any individual damages or the costs of complying with injunctive relief resulting from any such ADA claim. RTA or its assignee agrees to maintain said assets in good condition and repair necessary for the satisfactory operation of the Ferry Services during the term of the Agreement at their expense. RTA or its assignee shall return the assets to the DOTD at the termination of the Agreement (for any reason) in substantially the same condition and repair as when received, less ordinary decay and "reasonable wear and tear."

5.4 Warranty of Condition of Chartered Vessels. The DOTD warrants at the time of delivery to RTA that the vessels, pontoons and barges, are in the condition recited in the respective Blanket Bareboat Charter Agreements and the respective Charter Orders. RTA, or its assignee, agrees to maintain Vessels in accordance with the respective Blanket Bareboat Charter Agreements and respective Charter Orders. RTA shall return the Vessels to the DOTD at the termination of the Agreement (for any reason) in the condition and repair required by the respective Blanket Bareboat Charter Agreements and respective Charter Orders.

5.5 Acknowledgment of Riverwalk Marketplace (New Orleans), LLC Lease. As evidenced by Exhibit "I," RTA acknowledges Riverwalk Marketplace (New Orleans), LLC's rights and obligations pursuant to its Original Lease dated August 14, 1986, and recorded on October 7, 1988 in the Orleans Parish Conveyance Office under N.A. No. 668101 in COB 808G, folio 310-321, and the Amendment to the Agreement of Lease dated October 21, 2013, and recorded on October 23, 2013 in the Orleans Parish Conveyance office under N.A. No. 2013-39896.

ARTICLE VI PERSONNEL

RTA's assignee shall provide sufficient staff necessary to manage, and operate and maintain the Ferry Services, and the associated equipment and facilities. All staff shall be properly trained in their duties and possess such licenses and certifications as required by state and federal oversight agencies for the performance of their assigned duties. DOTD is not responsible for any staff compensation and or employee benefits, except for the Staffing Period described below. To the extent that any Federal Transit Administration 13(c) liabilities arises in connection with Ferry Services or the transfer of operations from DOTD to RTA, as well as its subcontractors of any tier, designee(s), assignee(s), and/or sub-charterer(s), the DOTD shall remain solely financially responsible for any liability.

All parties hereby acknowledge that although the effective date of this Agreement is February 16, 2014, sound business practices require a Staffing Period after the effective date and all parties hereby commit to coordinate to ensure a smooth transition of the Ferry Service. Recognizing that offering

employment to DOTD's current ferry staff identified in Exhibit "J," may be the most cost effective transition to ensure continued Ferry Service for the public benefit, on February 16, 2014, DOTD will relinquish, and RTA or assignee will accept responsibility for functional supervision and managing DOTD's current ferry staff identified in Exhibit "J." DOTD does not delegate the appointing authority for this ferry staff during the Staffing Period. DOTD and RTA agree to work together to continue the Ferry Service by use of DOTD's current ferry staff not to exceed sixty (60) days from the effective date of this Agreement.

The parties agree that DOTD will withhold \$530,000 from the State Annual Subsidy of Project Year 1 for payment during the Staffing Period. During the Staffing Period, RTA or its assignee will accept responsibility for functional supervision of the identified ferry staff and DOTD agrees to continue to pay all salaries, benefit and cost for the identified ferry staff until notified that RTA or its assignee has employed any ferry staff identified in Exhibit "K." After sixty (60) days or when all identified ferry staff have been hired by RTA or its assignee, whichever occurs first, DOTD agrees to transfer all unexpended, withheld funds for the Staff Period to RTA or its assignee. Copies of all records, budgeting information and documents of any kind related to salary and benefit payments made to the identified ferry staff during the sixty (60) day period will be provided to RTA or its assignee.

ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 Compliance with Respective Blanket Bareboat Charter Agreements. The parties shall comply with the indemnification and insurance provisions of the applicable respective Blanket Bareboat Charter Agreement and respective Charter Orders. For avoidance of doubt, RTA, or its assignee, shall not be required to insure any vessel or indemnify DOTD regarding claims associated with any vessel not chartered to RTA or its assignee as the case may be, under a current Charter Order for Ferry Services.

7.2 Indemnification Agreement. RTA or its assignee shall fully release, defend, indemnify and hold DOTD harmless from and against all claims, demands, suits, causes of action, losses, liabilities, damages, judgments, awards, and other costs of every kind and character (including, without limitation, court costs and attorney's fees), known or unknown, whether the underlying claim, demand or suit is groundless, false or fraudulent, brought by or on behalf of any party or person, for any and all personal injury, emotional distress, pain and suffering, illness, disease or death of any person (including any survivor's action), any loss of wages, consortium services or support, and for all damage to or loss of use of property, whether real or personal, of any person or entity, and for any and all claims (including, without limitation, any fines, penalties, attorney's fees, court costs, and all costs to respond to, contain, assess, clean up, handle, remediate, remove and dispose of all contaminates, resulting contaminated media, pollutants, resulting polluted media) resulting from pollution, contamination, harm to the environment (including air, water, soil or other media), and any damage to or loss of any natural resources (including, without limitation, the replacement cost and loss of use thereof) arising directly or indirectly out of or in any way involving the Ferry Services or any Equipment Inventory or Facility Inventory described herein that arise after the Effective Date of this Agreement (collectively "Claims"). It is the specific and expressed intent and agreement that RTA's obligation to release, defend, hold harmless and indemnify DOTD as previously set forth herein shall be not apply to any Claims that arise from the sole negligence, gross negligence and/or willful misconduct of DOTD.

DOTD shall fully release, defend, indemnify and hold RTA, as well as its subcontractors of any tier, designee(s), assignee(s) and/or sub-charterer(s) harmless from and against all claims, demands, suits, causes of action, losses, liabilities, damages, judgments, awards, and other costs of every kind and character (including, without limitation, court costs and attorney's fees), known or unknown, whether the underlying claim, demand or suit is groundless, false or fraudulent, brought by or on behalf of any party or person, for any and all personal injury, emotional distress, pain and suffering, illness, disease or death of any person (including any survivor's action), any loss of wages, consortium services or support, and for all damage to or loss of use of property, whether real or personal, of any person or entity, and for any and all claims (including, without limitation, any fines, penalties, attorney's fees, court costs, and all costs to respond to, contain, assess, clean up, handle, remediate, remove and dispose of all contaminants, resulting contaminated media, pollutants, resulting polluted media) resulting from pollution, contamination, harm to the environment (including air, water, soil or other media), and any damage to or loss of any natural resources (including, without limitation, the replacement cost and loss of use thereof) arising directly or indirectly out of or in any way involving the Ferry Services or any Equipment Inventory or Facility Inventory described herein that arise on or before the Effective Date of this Agreement (collectively "Claims"). It is the specific and expressed intent and agreement that DOTD's obligation to release, defend, hold harmless and indemnify RTA, as well as its subcontractors of any tier, designee(s), assignee(s) and/or sub-charterer(s) as previously set forth herein shall apply to any Claims that arise from the partial, concurrent, joint and/or sole negligence of RTA, its subcontractors of any tier, assignee(s) or sub-charterer(s), but shall not apply to any claims that arise solely from the gross negligence and/or willful misconduct of RTA, its subcontractors of any tier, assignee(s), or sub-charterer(s). DOTD recognizes the right of RTA's subcontractors of any tier, assignee(s) or sub-charterer(s) to enforce the provisions of the release, defense, indemnity and hold harmless provisions.

ARTICLE VIII FINANCIAL MATTERS

8.1 Transfer of Funds. DOTD shall deposit all funds as follows:

a) **Operating Subsidy Funds:** All state funds available to fund Ferry Services and any revenues generated by RTA or its assignee from Ferry Services may be deposited to an account identified by RTA for operational purposes.

b) **Ferry Capital Funds:** All state and federal funds available for funding capital improvements to the ferry equipment and facilities may be deposited to an account identified by RTA. Payments for acquisition or improvement of ferry equipment and facilities and other capital expenditures shall be drawn from this account.

8.2 State Annual Subsidy Schedule. DOTD shall provide an annual ferry operating subsidy to the RTA each year in amounts and sources as itemized in Exhibit "K." Annual subsidy payments shall be made in full at the commencement of each Project Year. Any annual subsidy payments due at the commencement of this Agreement shall be made in a pro-rata manner after the execution date of this Agreement. If this annual ferry operating subsidy is not available in whole or in part, then RTA may immediately terminate this Agreement and all related agreements

8.3 Termination Expense. If during the Ferry Service Transition Period RTA or its assignee cancels this Agreement because the Operating Costs to adequately complete the Ferry Services exceeds the State Annual Subsidy and any additional income generated as a result of Ferry Services by RTA or its assignee, DOTD agrees to pay to RTA a Termination Expense as provided herein. RTA, or its assignee, must provide DOTD with a sixty (60) day notice as required under Section 2.4 and provide a written notice and accounting regarding Ferry Service operating costs and revenues. DOTD and RTA agree that the Termination Expense will be the difference between the Operating Costs and the Gross Revenues received from Ferry Services, not to exceed \$500,000.00. The Termination Expense will be paid by DOTD to RTA in twenty-four (24) equal, monthly installment payments commencing on the date of Termination.

8.4 Transfer of Funds upon Termination of Agreement. If this Agreement is terminated for any reason, then RTA shall transfer a pro-rata share of the State Annual Subsidy paid by DOTD for that Project Year at the time of transfer of the Ferry Services back to DOTD.

ARTICLE IX SERVICE QUALITY, MARKETING AND CUSTOMER SERVICE

9.1 RTA or its assignee shall develop a marketing and branding program for Ferry Services. The plan shall propose the means, methods and costs for communicating basic operational information to current and prospective new riders and present initiative for increasing ferry ridership.

9.2 Customer Service. RTA, or its assignee, shall develop a customer service plan which:

- a) establishes a system by which ferry riders may receive information regarding Ferry Services and schedules;
- b) establishes a complaint and commendation process;
- c) develops and manages a lost and found procedure; and
- d) establishes a means for daily announcement of the Ferry Service availability and service alerts.

9.3 RTA, or its assignee, shall coordinate with the New Orleans Regional Planning Commission ("RPC"), which shall serve as an advisor to the RTA in accordance with 2012 La. Sess. LawServ. Act. 866 (S.B.599)(West), as set forth in La. R.S. 48:25.1.

ARTICLE X ASSIGNMENTS

No party to this Agreement will assign any interest in this Agreement by assignment, transfer, or novation, without written notice to and approval of the other parties. Notwithstanding, RTA is expressly permitted to shift any or all obligations to any third party ("assignee") for purposes of providing Ferry Services under this Agreement by any means necessary.

**ARTICLE XI
AUDITS/RECORDS RETENTION**

11.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors may audit all accounts of the parties that relate to this Agreement.

11.2 All parties shall maintain all books and records, reports, and documentation pertaining to the Ferry Services for a period of five (5) years after the date of termination or expiration of this Agreement. Provided, however, RTA or assignee shall have the right to exclude any trade secrets, formulas or processes from such inspection, these records shall be made available in connection with an audit as described in Section 11.1 above and only to the extent necessary to satisfy the requirements of any such audit. Nothing in this Agreement shall be construed as a waiver by any party of any privilege or defense to the production of or admissibility in any judicial proceeding of any document, statement, record, or communication unless such waiver is stated in express and unequivocal terms.

**ARTICLE XII
FISCAL FUNDING AND APPROVAL CONTINGENCIES**

12.1 The obligations of the parties under this Agreement are contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Ferry Services, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Ferry Services, DOTD or RTA may cease operation of the ferry service and terminate this Agreement immediately.

12.2 This Agreement is contingent on the approval of the Division of Administration, Office of Contractual Review ("DOA/OCR"). No transfers may be made or monies paid until such time as the Agreement has been reviewed and approved by the DOA/OCR.

12.3 Survival. The parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding financial obligations or payments, indemnification, compliance with laws, and representations and warranties, shall survive any termination or expiration of this Agreement.

**ARTICLE XIII
DISCRIMINATION CLAUSE**

13.1 The parties hereto agree to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the 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 Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

13.2 The parties hereto agree not to discriminate in employment practices, and shall render services under the Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

13.3 Any act of discrimination committed by any party to this agreement, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

13.4 Notwithstanding anything to the contrary contained herein, in the event of any conflict between any federal requirements and the other requirements of this Agreement, the federal requirements will prevail, take precedence, and be in force over and against any such conflicting provisions. The Federal Transit Administration's required contract clauses are attached and incorporated into this Agreement as Exhibit "L," – Federal Transit Administration's Required Contract Clauses.

**ARTICLE XIV
SEVERABILITY**

If any term, covenant, condition, or provisions of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent of the law.

**ARTICLE XV
ENTIRE AGREEMENT/MODIFICATIONS**

This Agreement, as defined in Section 1.1, contains the entire agreement between the parties regarding the operation and funding of Ferry Services and supersedes any and all agreements, writings, discussions or contracts previously entered into between the parties regarding said matters. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement. Any modification or amendment of this Agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the DOA/OCR.

**ARTICLE XVI
CONTROLLING LAW**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.

**ARTICLE XVII
LEGAL COMPLIANCE**

The parties hereto shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

**ARTICLE XVIII
OWNERSHIP AND CONDITION OF THE ASSETS**

19.1 After the termination or expiration of the Agreement, all immovable improvements shall become the property of the DOTD.

19.2 All records, reports, documents, and other material delivered to the RTA or its assignee by the DOTD shall remain the property of the DOTD, and shall be returned by the RTA, or its assignee, to the DOTD, at their expense, at termination or expiration of this Agreement.

**ARTICLE XIX
CLAIMS FOR LIENS**

RTA, or its assignee, shall hold the DOTD harmless from any and all claims for liens for labor, services, or material furnished to RTA or its assignee in connection with its performance of obligations under this Agreement.

**ARTICLE XX
COMPLIANCE WITH LAW**

All parties to this Agreement shall comply with all applicable federal, state, and local laws, regulations, rules, and ordinances, as shall all others employed in carrying out the provisions of this Agreement.

**ARTICLE XXI
AUTHORIZED REPRESENTATIVES**

Any notice or demand to be given by one party to the other will be given in writing by personal service, FedEx, DHL, United Parcel Services (UPS), the United States Postal Service (USPS), or any other similar form of courier or delivery service addressed to such party as follows:

If to the DOTD:

Louisiana Department of Transportation and Development
ATTN: Kevin Reed
Ferry System Engineers
1201 Capitol Access Road
Baton Rouge, LA 70802-4438

If to New Orleans Regional Transit Authority:

Chairman of the Board
2817 Canal Street
New Orleans, Louisiana 70119

Any party may change the authorized representative to whom and/or address at which such party desires to receive written notice by delivery of written notice of such change to the party as set forth herein. Any notice given under this Article XXI will be deemed to have been given, and will be effective, on delivery to the notice address then applicable for the party to which the notice is directed, provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated will not defeat or delay the giving of a notice.

**ARTICLE XXII
SURVIVAL**

The parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding financial obligations or payments, indemnification, compliance with laws, and representations and warranties, shall survive any termination or expiration of this Agreement.

**ARTICLE XXIII
WAIVER**

The failure of any party to insist upon the performance of any of the options, covenants, agreements, or conditions herein in any one or more instances shall not be a waiver of the right thereafter to exercise said options or to insist upon full and complete performance of same or any other covenant.

**ARTICLE XXIV
FORCE MAJEURE**

Except for the obligation to make payments and the obligation to indemnify all as set forth in this Agreement, a delay in or failure to perform by a party, shall not constitute a default that exposes it to liability for breach if and to the extent the delay or failure to perform is caused by an occurrence beyond the reasonable control of the party, including, but not limited to, failure of a DOTD supplied vessel or equipment, an Act of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or requirement of any governmental authority; act of war, rebellion or sabotage or damage resulting therefrom; fire, flood, hurricane, named storm, explosion or accident; riots or strikes or other concerted acts of workmen, whether direct or indirect; inability after diligent effort to obtain necessary licenses or permits; or any other cause, whether or not of the same class or kind as those specifically above named, which is not within the control of the party and which, by the exercise of reasonable diligence, the party is unable to prevent or remedy.

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

WITNESSES:

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
STATE OF LOUISIANA

King, RL

By: Sherril H. LaBee

CLP

Title: Secretary

WITNESSES:

REGIONAL TRANSIT AUTHORITY

By: _____

Title: _____

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

WITNESSES:

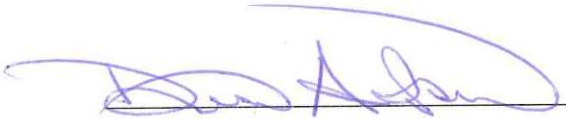
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
STATE OF LOUISIANA

By: _____

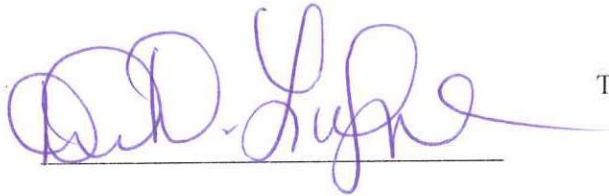
Title: _____

WITNESSES:

REGIONAL TRANSIT AUTHORITY



By: Charles R. Ruff



Title: _____

EXHIBIT “K”

Statement of Annual Ferry Operating Subsidy

1. Transportation Trust Funds -- \$4 million per year for each Project Year;
2. New Orleans Ferry Fund (La. R.S. 48:25.2) – Approximately \$800,000 per year each Project Year until June 30, 2017 and \$1,630,00 for Project Year 5 only; approximately \$1,140,00 for Project Years 7 – 10 (subject to Revenue Estimating Conference Forecast); approximately \$1,140,00 for Project Years 11 – 20 (subject to Revenue Estimating Conference Forecast);
3. Crescent City Transition Fund (La. R.S. 48:1161.2(a)) – \$700,000 per Project Year for Project Year 1 and Project Year 2 only;
4. Unexpended and unencumbered monies remaining in Geaux Pass Transition Fund; appropriation to DOTD for operational and maintenance costs for the New Orleans Ferries (La. R.S. 9:154.2.D(3)(a)) - \$680,881 for Project Year 2 only;
5. Revenues from DOTD (Flex, not included in DOTD P.O.) - \$700,000 for Project Year 4; and
6. Any additional funds statutorily or otherwise appropriated by law.

Schedule of Transfer of Estimated Funds

Project Year/Period	Transfer Date	Transfer Amount
¹ Project Year 1	February 16, 2014	\$975,760
Project Year 2	July 1, 2014	\$5,500,000
² Project Year 2	January 1, 2014	\$680,881
Project Year 3	July 1, 2015	\$4,800,000
Project Year 4	July 1, 2016	\$4,800,000
Project Year 4	November 1, 2016	\$700,000
Project Year 5	July 1, 2017	\$5,630,000
Project Year 6	July 1, 2018	\$4,000,000
Project Year 7	July 1, 2019	\$4,000,000
Project Year 8	July 1, 2020	\$6,280,000
Project Year 9	July 1, 2021	\$5,140,000
Project Year 10	July 1, 2022	\$5,140,000
Project Year 11	July 1, 2023	\$5,140,000
Project Year 12	July 1, 2024	\$5,140,000
Project Year 13	July 1, 2025	\$5,140,000
Project Year 14	July 1, 2026	\$5,140,000
Project Year 15	July 1, 2027	\$5,140,000
Project Year 16	July 1, 2028	\$5,140,000
Project Year 17	July 1, 2029	\$5,140,000
Project Year 18	July 1, 2030	\$5,140,000
Project Year 19	July 1, 2031	\$5,140,000
Project Year 20	July 1, 2032	\$5,140,000

- I. Project Year 1 Transfer Amount calculated as follows:
 - a. Balance available as of 2/1/2014: \$2,190,267
 - b. Projected expenditures between 2/1/2014 & 2/16/2014 (excludes insurance): (\$200,000)
 - c. Amount to retain for personnel costs during staffing period: (\$660,000)
 - d. Amount to retain from transfer for invoice payments after effective date: (\$125,000)
 - e. Amount to retain for insurance through 2/16/2014 (50% of 3rd quarterly premium payment, not yet paid): (\$156,845)
 - f. Amount to retain for M/V Thomas Jefferson hull insurance only from 2/16/2014 through 6/30/2014: (\$37,662)
 - g. Amount to retain for M/V St. John or M/V Levy hull insurance from 2/16/2014 through 6/30/2014: (\$35,000)
 - h. All retained amounts are estimates only. DOTD will provide an accounting for expenditures after the effective date and any remaining balances at the end of the sixty (60) day period will be transferred to RTA.
2. Additional funds appropriated to DOTD in 2014 due to remaining balance in Geaux Pass Transition Fund, appropriated to DOTD after the initial subsidy transfer for Project Year 2.
3. Project Years 1 thru 10 funding were disbursed under Purchase Order #200071309.



RESOLUTION NO. 24-023

STATE OF LOUISIANA
PARISH OF ORLEANS

**AMENDMENT NO. 10 TO THE FERRY COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE REGIONAL TRANSIT AUTHORITY (RTA) AND THE DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT (DOTD)**

Introduced by Commissioner Neal, seconded by Commissioner
Daniels.

WHEREAS, the Cooperative Endeavor Agreement (CEA) between Regional Transit Authority (RTA) and the Department of Transportation and Development (DTOD) of the State of Louisiana, effective since February 16, 2014, regulate the ferry service therein described. Amongst the CEA's exhibits is Exhibit K, which contains the State Annual Subsidy Schedule, detailing the annual ferry subsidy, including the schedule of transfer dates and estimated funds.

WHEREAS, Exhibit K of the CEA has been amended on several occasions, amongst other reasons, to add project years and increase the maximum compensation payable to the RTA for each project year. To add a new Purchase Order (PO) for project years beyond July 1, 2023, for transfer dates of July 1, 2023, and beyond, the CEA must be further amended.

WHEREAS, the latest amendment to Exhibit K, incorporated as part of Amendment No. 9 to the CEA, added project years beyond July 1, 2022, and further increased the maximum estimated compensation for transfer dates between July 1, 2023 and July 1, 2032, by adding Project Year 10 thru Project Year 20, which increased the maximum estimated transfer amounts from \$47,646,641.00 to \$99,046,641.00. Amendment No. 9 also includes language in which the DOTD and the RTA recognize that this exhibit may need to be further amended to increase the annual subsidy funds once such additional funds are made available. In also amending Exhibit K, the DOTD acknowledges that, if such additional funds are not made available to the RTA, the RTA retains all termination rights afforded in the CEA.

WHEREAS, to add a new Purchase Order (PO) for project years beyond July 1, 2023, for transfer dates of July 1, 2023, and beyond, Exhibit K must be further amended.

WHEREAS, the DOTD and RTA's respective management teams have prepared a draft of Amendment No. 10, to incorporate the revisions proposed to Exhibit k.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Transit Authority hereby authorizes its Chief Executive Officer to execute Amendment No. 10 to the CEA, to further revise its Exhibit K.

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

YEAS:	<u>6</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>2</u>

AND THE RESOLUTION WAS ADOPTED ON THE 28th DAY OF MAY 2024.



MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



Board Report and Staff Summary

File #: 24-033

Board of Commissioners

Authorization to Extend Transit Security Month-to-Month Services with Security Experts and Leaders (SEAL)

DESCRIPTION: Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until RTA secures either a new contract or a formal agreement for similar services. This extension will continue through May 31, 2025.	AGENDA NO: N/A FILE ID: 24-033
ACTION REQUEST: <input type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to extend month-to-month services, and add additional funds, provided by Security Experts and Leaders (SEAL), awarded for Transit Security Services in the amount of \$1,520,033.

ISSUE/BACKGROUND:

The initial solicitation awarded by the Board was subsequently protested. As a result, RTA Procurement and the Department of Physical Security opened the solicitation for Security Service Vendors to submit proposals based on the provided "Scope of Work". A committee was selected, all proposals were reviewed and scored, and a Security Services Vendor was selected, however, RFP #2023-111 was again protested, and we are still currently on a month-to-month basis with SEAL. In consultation with the Procurement Department, the Chief Safety, Security, and Emergency Management Officer determined that one (1) calendar year is sufficient to allow for a thorough review and implementation of the means of coverage that is best suited for RTA's needs.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA chose SEAL Security to provide armed, uniformed security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, and vehicles). SEAL is expected to assist employees, contractors, patrons, and the citizens of New Orleans and surrounding parishes by maintaining order, providing excellent customer service, and rendering assistance as needed. SEAL works closely with local, state, and federal emergency response agencies, always rendering aid as needed. Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until RTA secures either a new contract or a formal agreement for similar services. This extension will continue through May 31, 2025

The security services under this contract will include security coverage for transit facilities, assets, and areas designated for Transit Operations. SEAL will be responsible for providing highly qualified,

professional, alert, diverse, and proactive security personnel with an emphasis on customer service and ambassadorship. All personnel assigned to the RTA Contract will be dedicated to the account and shall not work on other accounts as part of their normal duty day. This service will be non-stop, despite the weather, disasters, or susceptible or actual organized labor action, Service will be required 24 hours a day, 365 days a year unless otherwise communicated by RTA's Project Manager.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 1330099.7650.161. SEAL will invoice us \$1,520,033 (estimated funds needed for services through 54 weeks). The total projected cost is \$1,520,033.

NEXT STEPS:

Upon RTA Board approval, staff will submit and process a change order modification to the purchase order.

ATTACHMENTS:

1. Independent Cost Estimate Summary Form (ICE)
2. Change Order Routing Sheet
3. Change Order Justification
4. Original SEAL Purchase Order: 2021
5. Resolution
6. Previous SEAL PO: August 2023
7. Recent SEAL PO: March 2024

Prepared By: Ivana C. Butler
Title: Administrative Analyst Safety, Security, & Emergency Management

Reviewed By: Michael J. Smith
Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Gizelle Johnson Banks
Title: Chief Financial Officer



5/2/2024

Lona Edwards Hankins
Chief Executive Officer

Date



RESOLUTION NO. _____

STATE OF
LOUISIANA PARISH
OF ORLEANS

**AUTHORIZATION TO EXTEND TRANSIT SECURITY MONTH-TO-MONTH SERVICES
WITH SECURITY EXPERTS AND LEADERS (SEAL)**

Introduced by Commissioner _____, seconded by Commissioner
_____.

WHEREAS, the Regional Transit Authority (RTA) executed contract # 2020-009 with Security Experts and Leaders (SEAL) for Transit Security Services on September 7th, 2020; and

WHEREAS, the RTA Board of Commissioners subsequently authorized staff to solicit proposals for a new Transit Security Services provider through Request for Proposals (RFP) # 2023-001; and

WHEREAS, RTA staff convened a technical evaluation committee and evaluated all elements of the submittals in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law and the Federal Transit Administration (FTA); and

WHEREAS, the selected proposal was from Allied Universal Security Corporation; and

WHEREAS, the RTA Board of Commissioners authorized staff to execute a contract with Allied Universal Security Corporation through RFP # 2023-001, however the Procurement process was formally protested; and

WHEREAS, in order to maintain Transit Security Services at existing levels, the RTA Board of Commissioners authorized staff to extend Transit Security Services with SEAL through a series of month-to-month extensions from October 2022 to February 2024;

WHEREAS, SEAL has since been operating on a month-to-month basis; and

WHEREAS, RTA staff have reasonably determined that there is a need to authorize an extension of the current month-to-month agreement for the provision of Transit Security Services until RTA either secures a new contract or enters into a formal agreement for similar services [“coverage”]; and

WHEREAS, RTA staff have determined that one (1) calendar year is sufficient to allow for a thorough review and implementation of the means of coverage that is best suited to RTA; and

WHEREAS, RTA staff have determined that the extension of Transit Security Services at existing levels will cost approximately ONE MILLION FIVE HUNDRED TWENTY THOUSAND THIRTY-THREE DOLLARS AND ZERO CENTS (\$1,520,033.00) for this time period; and

WHEREAS, funding is available through RTA Operating Account #1330099.7650.161 for a total cost not to exceed ONE MILLION FIVE HUNDRED TWENTY THOUSAND THIRTY-THREE DOLLARS AND ZERO CENTS (\$1,520,033.00).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorize the CEO to approve the continuation of transit security services on a month-to-month basis provided by Security Experts and Leaders (SEAL).

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 28th DAY OF MAY, 2024.

MARK RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 4/25/2024

Description of Goods/Services:

Contract to provide security services, PO #912771

New Procurement

Contract Modification (Change Order)

Exercise of Option

Method of Obtaining Estimate:

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

Published Price List (attach source and date)

Historical Pricing (attach copy of documentation from previous PO/Contract)

Comparable Purchases by Other Agencies (attach email correspondence)

Engineering or Technical Estimate (attach)

Independent Third-Party Estimate (attach)

Other (specify) _____ attach documentation

Pre-established pricing resulting from competition (Contract Modification only)

Through the method(s) stated above, it has been determined the estimated

total cost of the goods/services is \$ 1,520,033

The preceding independent cost estimate was prepared by:

Ivana C. Butler

Name

Ivana C. Butler

Signature

Justification to Extend Transit Security Service with Security Experts and Leaders (SEAL)

Explanation

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until RTA secures either a new contract or a formal agreement for similar services. This extension will continue through May 31, 2025.

On average, RTA pays \$25,872 to SEAL per week for transit security services. This includes services that were added in September 2022 and August 2023 to provide coverage for the transit hubs implemented with New Links and the Canal Street Ferry Terminal, respectively.

Calculation

With this service agreement, the projected total cost to continue services at current levels through May 31, 2024 is approximately \$1,520,033. This is the estimated amount needed for services from June 1, 2024, through May 31, 2025, at an average rate of \$25,872/week for 52 weeks. This includes a 3% contingency to help support special events such as Carnival season, public meetings hosted by RTA, and other ad hoc requests for specialized security services. See calculation, below:

$\$22/\text{hr rate} \times 24 \text{ hrs per day} = \$528 \text{ per day} \times 7 \text{ days} = \3696 weekly

$\$3696 \times 7 \text{ hubs (Willow Barn, Duncan Plaza, Lake Forest, Admin Front Desk, NOLA East, Rear Gate, Money Room)} = \$25,872 \text{ weekly} \times 52 \text{ weeks} = \$1,345,344$

In August 2022, Canal Street service was added at a rate of \$22/hr. Canal Street service is 114 hrs per week $\times 52 \text{ weeks} = 5,928 \text{ hours} \times \$22/\text{hr} = \$130,416$.

Total amount estimated from June 1, 2024, through May 31, 2025: \$1,475,760

Including the 3% contingency, we estimate needing \$1,520,033 to cover invoices from June 1, 2024 through May 31, 2025, approximately 52 weeks.

$\$1,475,760 + 3\% (\$44,272.80) \approx \mathbf{\$1,520,033}$

Total requested service agreement amount: \$1,520,033

Regional Transit Authority
 INV.: Accounting Dept. (504) 827-8407
 TO: 2817 Canal Street
 New Orleans, Louisiana 70119

Page - 1
 Date - 12/14/21
 Order No. - 912771-002
 Brn/Plt - 1330099

SECURITY EXPERTS AND LEADERS
 6600 PLAZA DRIVE
 NEW ORLEANS LA 70127

SHIP REGIONAL TRANSIT AUTHORITY
 TO R. Hickman
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered - 09/22/20 Vendor No. 8922810 Security Services
 Delivery - 09/22/20 Taken By REO #104058
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 10/22/20


Description / Supplier Item	UM	Unit Cost	Extension
transit security services	1008920.0000 EA	1.0000 EA	1,008,920.00
3 years with two 1 year opt			
1330099.7650.161			
Change Order 1			
Non Stock Inventory Purchas	EA	EA	253,240.00
1330099.7650.161			
change Order 1 to add additional funds to cover invoices from sep to dec 2021			

Terms Net 30 Tax Rt Sales Tax Total Order
 1,262,160.00

DATE RECEIVED _____
 RECEIVED BY _____
 CHECKED BY _____
 APPROVED BY 

ORDER NUMBER AND PERSON TO WHOM ADDRESSED MUST APPEAR ON ALL PACKAGES AND INVOICES

REGIONAL TRANSIT AUTHORITY
 TAX EXEMPT
 BY  (12/14/21)
 MANAGER, PURCHASING DEPT.

CFO  12/14/21

ANY CONFLICT, DISPUTE, LEGAL PROCEEDING, SETTLEMENT OR OTHER MATTER HAVING A LEGALLY BINDING IMPACT ON THE PARTIES HERETO SHALL BE RESOLVED PURSUANT TO THE LAWS AND JURISPRUDENCE OF THE STATE OF LOUISIANA.

INV. DATE	INV. NUMBER	INV. AMOUNT	TAX	FREIGHT	INV. TOTAL

Regional Transit Authority
 INV.: Accounting Dept (504) 827-8407
 TO: 2817 Canal Street
 New Orleans, Louisiana 70119

Page - 2
 Date - 8/10/23
 Order No. - 912771-012
 Brn/Plt - 1330099

SECURITY EXPERTS AND LEADERS
 6600 PLAZA DRIVE
 SUITE 301
 NEW ORLEANS LA 70127

SHIP REGIONAL TRANSIT AUTHORITY
 TO R. Hickman
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered - 09/22/20 Vendor No. 8922810 Security Services
 Delivery - 09/22/20 Taken By - REG #104058
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 10/22/20

Description / Supplier Item	UM	Unit Cost	Extension
Private Security Services			.01-
1330099.7650.161			
Change Order9 interim fundi	EA	EA	92,585.62
Non Stock Inventory Purchas			
1330099.7650.161			
Change Order10 interim fund	EA	EA	724,416.00
Non Stock Inventory Purchas			
1330099.7650.161			
CO#11 CSFT security service	EA	EA	15,048.00
Non Stock Inventory Purchas			
1330099.7650.161			

Terms Net 30 Tax Rt Sales Tax Total Order
 3,429,039.10

DATE RECEIVED _____
 RECEIVED BY _____
 CHECKED BY _____
 APPROVED BY _____

ORDER NUMBER AND PERSON TO WHOM ADDRESSED MUST APPEAR ON ALL PACKAGES AND INVOICES
 REGIONAL TRANSIT AUTHORITY TAX EXEMPT
 BY *[Signature]* 8/10/23
 MANAGER, PURCHASING DEPT.

ANY CONFLICT, DISPUTE, LEGAL PROCEEDING, SETTLEMENT OR OTHER MATTER HAVING A LEGALLY BINDING IMPACT ON THE PARTIES HERETO SHALL BE RESOLVED PURSUANT TO THE LAWS AND JURISPRUDENCE OF THE STATE OF LOUISIANA.

INV. DATE	INV. NUMBER	INV. AMOUNT	TAX	FREIGHT	INV. TOTAL

[Signature]
 8/11/23

Regional Transit Authority
 INV.: Accounting Dept (504) 827-8407
 TO : 2817 Canal Street
 New Orleans, Louisiana 70119

Page - 1
 Date - 8/10/23
 Order No. - 912771-012
 Brn/Pit - 1330099

SECURITY EXPERTS AND LEADERS
 6600 PLAZA DRIVE
 SUITE 301
 NEW ORLEANS LA 70127

SHIP REGIONAL TRANSIT AUTHORITY
 TO R. Hickman
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

 Ordered - 09/22/20 Vendor No. - 8922810 Security Services
 Delivery - 09/22/20 Taken By - REG #104058
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 10/22/20

Description / Supplier Item	UM	Unit Cost	Extension
transit security services 1008920.0000	EA	1.0000	EA 1,008,920.00
3 years with two 1 year opt			
1330099.7650.161			
Change Order 1	EA		EA 253,240.00
Non Stock Inventory Purchas			
1330099.7650.161			
Change Order 1 to add additional funds to cover invoices			
from sep to dec 2021			
Change Order 2	EA		EA 253,240.00
Non Stock Inventory Purchas			
1330099.7650.161			
Change Order 2 to add additional funds to cover Jan-Mar 2022			
Change Order 3	EA		EA 140,000.00
Non Stock Inventory Purchas			
1330099.7650.161			
Change Order 4	EA		EA 174,646.72
Non Stock Inventory Purchas			
1330099.7650.161			
Change Order 5	EA		EA 77,624.00
Non Stock Inventory Purchas			
1330099.7650.161			
Change Order 6	EA		EA 284,616.00
Non Stock Inventory Purchas			
1330099.7650.161			
Change Order 7	EA		EA 336,336.00
additional funds to cover invoices			
Change Order 7	EA		EA 336,336.00
Non Stock Inventory Purchas			
1330099.7650.161			
Change Order 8	EA		EA 68,366.77
Non Stock Inventory Purchas			
1330099.7650.161			
CO 8: Additional funds are needed to cover SEAL invoices from			
November 14, 2022, invoices through December 2022.			

Purchase Order 912771 Change Order 2

Order	912771
Order Date	01-OCT-2023
Change Order	2
Change Order Date	06-MAR-2024
Revision	2
Ordered	1,105,626.08 USD

Sold To **Regional Transit Authority**
2817 Canal Street
NEW ORLEANS, LA 70119

Supplier **SECURITY EXPERTS AND LEADERS**
6600 PLAZA DRIVE
SUITE 301
NEW ORLEANS, LA 70127

Bill To **RTABU**
Attn: Accounts Payable
2817 CANAL STREET
NEW ORLEANS, LA 70119
UNITED STATES

Ship To **2817 CANAL STREET**
NEW ORLEANS, LA 70119
UNITED STATES

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	8922810	Net 30			
Confirm To	Deliver To Contact				
Briana Howze	Briana Howze E-mail bhowze@rtafoward.org				

Line	Item	Price	Quantity	UOM	Ordered	Taxable
8	Law Enforce./Physical Sec.	1.00		EA		

Promised 3.34 EA 3.34

Requested
9/30/23

Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.

Line Total 3.34

12	Private Security Services	1.00		EA		
----	---------------------------	------	--	----	--	--

Promised 280 EA 280.00

Requested

Purchase Order 912771 Change Order 2

Line	Item	Price	Quantity	UOM	Ordered	Taxable	
			9/30/23				
			Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
					Line Total	280.00	
13	Private Security Services	1.00		EA			
		Promised	330,278.74	EA		330,278.74	
		Requested				9/30/23	
			Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
					Line Total	330,278.74	
14	Private Security Services	1.00		EA			
		Promised	15,048	EA		15,048.00	
		Requested				9/30/23	
			Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
			Deliver To Contact Shaun Temple				
					Line Total	15,048.00	
16	SEAL Security Services Ref. PO 912771	760,016.00					
	Ship To	Promised				760,016.00	
	Attn: Accounts Payable						
	2817 CANAL STREET	Requested					
	NEW ORLEANS, LA 70119						
	UNITED STATES					2/28/24	
			Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
			Deliver To Contact Ivana Butler				
					Line Total	760,016.00	
					Total	1,105,626.08	



Purchase Order 912771, Change Order 2

Supplier Details:

Company SECURITY EXPERTS AND LEADERS
Contact
Address 6600 PLAZA DRIVE
SUITE 301
NEW ORLEANS, LA 70127

Submit your response to:

Company Regional Transit Authority
Contact Briana Howze
Address 2817 Canal Street
NEW ORLEANS, LA 70119
Phone
Fax
E-mail bhowze@rtaforward.org

This document has important legal consequences. The information contained in this document is proprietary of Regional Transit Authority. It shall not be used, reproduced, or disclosed to others without the express and written consent of Regional Transit Authority.

This amendment supersedes the agreement 912771 and all its prior modifications. This agreement can be changed only by a signed agreement between the affected parties.

add additional funds.

The parties hereto have read and executed this contract modification as of the _____ day of _____, _____.



Regional Transit Authority Change Order Routing Sheet

INSTRUCTION: The user department is responsible for providing the information requested below (all parts), securing the requisite signatures, attaching a justification for the change order, and providing a responsibility determination, with pertinent contact information.

Date Created	April 25, 2024
Change Order ID	259

A. Department Representative to participate in procurement process.

Name: BUTLER, IVANA
Title: ADMINISTRATIVE ANALYST PHYSICAL SECURITY
Ext: 8479

B. Contract Information:

Contract Number	2020-009
PO Number	912771
Contract Title	Contract to Provide Security Services at RTA Facilities

Contract-History:

Original Award Value	1008920
Previously Executed Change Order Value	3637767.72
Adjusted Contract Value	4646687.72
Current Change Order Value	1520033
Revised Contract Value	6166720.72

C. Justification of Change Order

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA until RTA secures either a new contract or a formal agreement for similar services. This extension will continue through May 31, 2025.

D. Type of Change Request: Administrative

E. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?	
Are there any amendments pending?	
If yes see explanation (attachments are in the SharePoint folder for this request)	



Director of Grants/ Federal Compliance:

Signature:

Date:

F. Safety, Security, And Emergency Management: Include Standard Safety Provisions Only:

Additional Safety Requirements Attached: **false**

Chief: **Michael J. Smith**

Signature: *Michael J. Smith*

Date: **April 26 2024**

Risk Management:

Include Standard Insurance Provisions Only?	No
Include Additional Insurance Requirements Attached ?	false

Risk Management Analyst: **Marc L Popkin**

Signature: *Marc L Popkin*

Date: **April 26 2024**

G. Funding Source:

Independent Cost Estimate (ICE): **\$1,520,033.00**

Projected Total Cost: **\$1,520,033.00**

Funding Type: **Local**

Federal Funding	State	Local	Other
		\$1,520,033.00	
Projected Fed Cost	State	Local	Other
		\$1,520,033.00	

FTA Grant IDs	Budget Codes
	1330099.7650.161

Capital Project Approval if required signature ID#:

Dir Capital Projects:

Signature:

Date:

Budget Analyst: **Tiffany Gourrier**

Signature: *Tiffany Gourrier*

Date: **April 26 2024**



H. Prime firm's DBE/SLDBE Commitment (NOTE: The Prime Firm must be notified by the Project Manager that the DBE Commitment percentage applies to the Total Contract Value after all amendments and change orders.):

DBE % Goal	0
SLDBE % Goal	0
SBE % Goal	0

Director of Small Business Development: Adonis Charles Expose
Signature: *Adonis Charles Expose*
Date: April 26 2024

DBE/EEO Compliance Manager: Adonis Charles Expose'
Signature: *Adonis Charles Expose'*
Date: April 26 2024

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

Department Head: Michael J. Smith
Signature: *Michael J. Smith*
Date: April 25 2024

Chief: Michael J Smith
Signature: *Michael J Smith*
Date: April 26 2024

Director of Procurement: Ronald Gerard Baptiste
Signature: *Ronald Gerard Baptiste*
Date: April 30 2024

Required if Total Cost above \$15K
Chief Financial Officer: Gizelle Johnson-Banks
Signature: *Gizelle Johnson-Banks*
Date: April 30 2024

Required if Total Cost above \$50K
Chief Executive Officer: Lona Edwards Hankins
Signature: *Lona Edwards Hankins*
Date: 4/30/2024 9:48 PM



Board Report and Staff Summary

File #: 24-039

Board of Commissioners

Addendum that is continuing in form and substance of the Third-Party Administrator (“TPA”) Contract with Hammerman and Gainer, Inc. (“HGI”)

DESCRIPTION: Addendum that is continuing in form and substance of the Third-Party Administrator (“TPA”) Contract with Hammerman and Gainer, Inc. (“HGI”)	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 Chief Executive Officer to execute a contract addendum that is continuing in form and substance with HGI for Third-Party Administration [“TPA”] of Automobile, General Liability and Workers’ Compensation claims for RTA in the amount of \$487,875.00, which will be explained in the discussion below. The proposed RTA/HGI addendum that is continuing in form and substance will expire December 31, 2024.

ISSUE/BACKGROUND:

Hammerman and Gainer, Inc. [“HGI”] has been the Third-Party Administrator [“TPA”] of RTA Automobile and General Liability [“AL and GL”] claims since 2006. The most recent contract by and between RTA and HGI for these services was issued and signed on February 28, 2018. This contract specified a term of three (3) years with an option to renew for an additional two (2) years. This option to renew was exercised accordingly. Therefore, the current contract expired on February 28, 2023. HGI has continued to provide TPA services to RTA on a month-to-month basis to the present date. The February 2018 contractually negotiated agreed-upon rate for handling these AL/GL claims is \$16,500/month. Presently, HGI manages 529 matters in litigation with an estimated reserve value of \$36,282,115.02 and 231 claims with an estimated reserve value of \$313,981.14. In addition, HGI began handling workers’ compensation claims for RTA on December 1, 2020, pursuant to verbal agreement, at a set cost of \$1,875.00 per month. This workers’ compensation claim work was not contemplated in the 2018 contract or the two-year renewal. (Notably, HGI had performed this workers’ compensation work back in 2006-2009 but stopped in 2009 when Veolia commenced employee management.) Presently, HGI manages 54 open workers’ compensation claims for the RTA with an estimated reserve value of \$1,909,289.65.

Relative to payment for HGI AL/GL claims services, the purchase order for HGI’s AL/GL claims work was essentially exhausted after the December 2022 payment to HGI (with only approximately \$10,593.69 left in the PO which could not cover the January 2023 invoicing for \$16,500.00). A new procurement action should have occurred in December 2022. However, no new agreement was ever entered into to cover work beyond this date, and payments for AL/GL claims work remain outstanding

for the period of January 2023 to present.

DISCUSSION:

As presented above, HGI has continued to fully and professionally perform its work as the TPA for the handling of automobile, general liability and workers' compensation claims after the expiration of the original terms of three (3) years and the two (2) additional option contract years that expired February 28, 2023. For the five-year period of performance (February 28, 2018 to December of 2022) as the TPA, HGI was compensated \$972,406.31 by the RTA. It should be noted that \$57,618.79 which represents November 2017, December 2017, and January 2018 HGI Invoices were charged against the original contract award of \$594,000 which was supposed to cover the period of February 2018 to February 2021. This \$57,518.79 was never replenished in the original purchase order and consequently funding was not available to fund the months of January 2023, and February 2023, anticipated by February 2021, two (2) year option. The \$972,406.31 is itemized as follows:

February 2018 to December 2018	\$180,406.31
January 2019 to December 2019	\$198,000.00
January 2020 to December 2020	\$198,000.00
January 2021 to December 2021	\$198,000.00
January 2022 to December 2022	<u>\$198,000.00</u>
Total Paid to HGI	<u>\$972,406.31</u>

In addition, HGI has continued to provide RTA with automobile and general liability claims services after the expiration of the five-year contract with (3-year original contract and 2-year option) and the following invoices, at the same \$16,500.00 contract rate, remain outstanding and unpaid by the RTA:

January 2023 to December 2023	\$198,000.00
January 2024 to April 2024	<u>\$ 66,000.00</u>
Automobile and General Liability Total	<u>\$264,000.00</u>

Upon the departure of Transdev, effective December 2020, HGI began providing workers' compensation claims services on behalf of the RTA at a monthly fee of \$1,875.00. HGI did not invoice RTA until August 2023 for TPA workers' compensation services covering December 1, 2020 to July 31, 2023, for \$60,000.00, which is included in \$76,875.00 below.

The following \$1,875.00 monthly HGI workers' compensation invoices remain outstanding and unpaid by the RTA:

December 2020	\$ 1,875.00
January 2021 to December 2021	\$22,500.00
January 2022 to December 2022	\$22,500.00
January 2023 to December 2023	\$22,500.00
January 2024 to December 2024	<u>\$ 7,500.00</u>
Worker's Compensation Total	<u>\$76,875.00</u>

Finally, a new competitive automobile, general liability and workers' compensation Request for Proposal [RFP] solicitation has to be procured by the RTA. This will require development of a scope of services, thirty (30) day advertisement, evaluation of the RFP responses, and recommendation of award to the RTA Board of Commissioners at its September 24, 2024, scheduled board meeting. The successful Third-Party Administrator ["TPA"] vendor will have an effective January 1, 2025 start date. These monthly fees of \$16,500.00 and \$1,875.00 associated with the contract amendment are the same as February 2018 automobile and general liability contract and the December 2020 quote for workers' compensation TPA services.

May 2024	\$16,500.00 + \$1,875.00 = \$18,375.00
June 2024	\$16,500.00 + \$1,875.00 = \$18,375.00
July 2024	\$16,500.00 + \$1,875.00 = \$18,375.00
August 2024	\$16,500.00 + \$1,875.00 = \$18,375.00
September 2024	\$16,500.00 + \$1,875.00 = \$18,375.00
October 2024	\$16,500.00 + \$1,875.00 = \$18,375.00
November 2024	\$16,500.00 + \$1,875.00 = \$18,375.00
December 2024	<u>\$16,500.00</u> + <u>\$1,875.00</u> = <u>\$18,375.00</u>
Totals	\$132,000.00 \$15,000.00 \$147,000.00

In summary, an RTA/Hammerman and Gainer, Inc. ["HGI"] contract addendum that is continuing in form and substance in the amount of \$487,875.00 (\$264,000.00+76,875.00+147,000.00=\$487,875.00) is hereby requested to address the above outstanding issues.

FINANCIAL IMPACT:

The total finance impact is \$487,875.00.

The account code for Third-Party claims is:

01-8300-02-7070-165-0000-00000-00000

Available Funding

2023 Approved Budget:	\$198,588.00
2024 Approved Budget:	\$189,074.00
Purchase Order Balance	<u>\$ 10,593.69</u>
Subtotal	\$398,255.69

Contract Amendment

\$<487,875.00>

NEXT STEPS:

Upon adoption of the RTA Board Resolution, the CEO will execute a contract addendum that is continuing in form and substance with HGI. Additionally, an amended purchase order will be issued, and invoices will be paid.

ATTACHMENTS:

1. RTA Board of Commissioners Resolution
2. Purchase Order #912330-003
3. Contract for Third Party Administrator for Automobile and General Liability Claims

Prepared By: Donna D. Bowman
Title: Senior Executive Assistant

Reviewed By: Mark A. Major
Title: Deputy CEO

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



Lona Edwards Hankins
Chief Executive Officer

5/2/2024

Date

Regional Transit Authority
 INV. : Account 2817-8407
 TO: 2817 Canal Street
 New Orleans, Louisiana 70119
 Page Date : 12/08/21
 Order No. : 912330-003
 Brn/Elt : 1830002

HAMBERMAN & GARNER INC
 5400 VICTORINS MEMORIAL BLVD
 SUITE 5100
 KENNER LA 70062

SHIP REGIONAL TRANSIT AUTHORITY
 TO
 M. POPKIN
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered - 11/29/17 Vendor No. 5274541 3rd Party Claim Services
 Delivery - 11/29/17 Taken By RPO #10144
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 11/29/20

Description / Supplier Item	UM	Unit Cost	Extension
Administrative Claims	EA	1.0000	594,000.00
Change Order 1	EA		
Non Stock Inventory Purchas	EA		396,000.00

Change Order 1 to add funding of automobile insurance.

Terms Net 30 Tax Rt Sales Tax Total Order
 990,000.00

DATE RECEIVED
 RECEIVED BY
 CHECKED BY
 APPROVED BY

ORDER NUMBER AND PERSON TO WHOM ADDRESSED MUST APPEAR ON ALL PACKAGES AND INVOICES

REGIONAL TRANSIT AUTHORITY
 TAX DEPT
 BY: [Signature]
 12/8/21

ANY CONFLICT, DISPUTE, LEGAL PROCEEDING SETTLEMENT OR OTHER MATTER HAVING A LEGALLY BINDING EFFECT ON THE PARTIES HEREIN SHALL BE RESOLVED PURSUANT TO THE LAWS AND JURISDICTION OF THE STATE OF LOUISIANA.

INV. DATE	INV. NUMBER	INV. AMOUNT	TAX	FREIGHT	INV. TOTAL

Handwritten: c/o Yujille Johnson Banks (Man) 12/19/2021



**CONTRACT FOR THIRD PARTY ADMINISTRATOR FOR
AUTOMOBILE AND GENERAL LIABILITY CLAIMS**

Regional

Transit

Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY

A Political Subdivision of the

State of Louisiana

2817 Canal St.

New Orleans, Louisiana 70119

AND

HAMMERMAN & GAINER, INC.

1340 Poydras Street, Suite 2000

New Orleans, LA 70112

2817 Canal Street,

New Orleans,

Louisiana

70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300

TABLE OF CONTENTS

	PAGE
PARTIES TO CONTRACT	3
BASIC CONTRACT	3
ARTICLE I. SUPERSEDING EFFECT	4
ARTICLE II. SCOPE OF SERVICES	4
ARTICLE III. COMPENSATION	4
ARTICLE IV. TERMS OF AGREEMENT	5
ARTICLE V. TERMINATION	5
ARTICLE VI. INTEREST OF CONTRACTOR	5
ARTICLE VII. IDENTIFICATION OF DOCUMENTS	5
ARTICLE VIII. OWNERSHIP OF DOCUMENTS	6
ARTICLE IX. MEDIA COVERAGE	6
ARTICLE X. APPLICABLE LAW	6
ARTICLE XI. NOTICES	7
ARTICLE XII. DOCUMENTS INCORPORATED BY REFERENCE	7
ARTICLE XIII. ORDER OF PRECEDENCE	7
ARTICLE XIV. INSURANCE	8
ARTICLE XV. DBE COMPLIANCE	8
SIGNATURES	11
CERTIFICATION	12
ACKNOWLEDGEMENTS	13 & 14

EXHIBITS

EXHIBIT "A"	RTA Requests for Proposals (RFP) #2017-037
EXHIBIT "B"	Submittal by Contractor dated, September 28, 2017.
EXHIBIT "C"	"Best and Final" offer dated, September 28, 2017.

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
HAMMERMAN & GAINER, INC.

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 28th day of ~~February~~, 2018 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairwoman of the Board of Commissioners, Sharonda R. Williams and HAMMERMAN & GAINER, INC. (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Vice President, Vanessa James authorized to do and doing business in the State of Louisiana.

WITNESSETH

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

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request for Proposals (RFP) No. 2017-037, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2017-037, as amended,) to solicit a third party administrator for automobile and general liability claims; and

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

dated, September 28, 2017 and Contractor also submitted a "Best and Final" offer dated, September 28, 2017, made a part hereof and attached hereto; and

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

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

**I.
SUPERSEDING EFFECT**

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

**II.
SCOPE OF SERVICES**

Contractor shall serve as the third party administrator for automobile and general liability claims in accordance with the terms and conditions set forth in Exhibit "A", Exhibit "B", and Exhibit "C" Contractor agrees that all work under this Agreement shall be performed in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

**III.
COMPENSATION**

The RTA will compensate Contractor for services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall be \$198,000 annually for three (3) years and shall not exceed \$594,000.00 unless properly authorized.

**IV.
TERM OF AGREEMENT**

This Agreement shall be deemed effective on the date first above written and shall continue in effect for a period of three (3) years with an option to renew for an additional two (2) years or until the occurrence of one of the following events, whichever occurs first:

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

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

**V.
TERMINATION**

Termination under this Agreement shall be in accordance with Exhibit "A", Article II, General Provisions, Paragraph 2.6, Termination; Section A - Termination for Convenience and Section B - Termination for Default of the Regional Transit Authority General Provisions.

**VI.
INTEREST OF CONTRACTOR**

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

VII.

IDENTIFICATION OF DOCUMENTS

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

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

VIII.

OWNERSHIP OF DOCUMENTS

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

IX.

MEDIA COVERAGE

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

**X.
APPLICABLE LAW**

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

**XI.
NOTICES**

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

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

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

ATTN:

**B. Caroline Register
Director of Procurement-Transdev**

**XII.
DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request for Proposals (RFP 2017-037), as amended.

EXHIBIT "B" Submittal by Contractor dated, September 28, 2017,

EXHIBIT "C" "Best and Final" offer dated, September 28, 2017,

**XIII.
ORDER OF PRECEDENCE**

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

Articles I through XV hereof.

Exhibit "A", RTA RFP No. 2017-037.

Exhibit "B" Contractor's submittal in response to RTA's RFP No. 2017-037, dated September 28, 2017.

Exhibit "C" Contractor's "Best and Final" offer, dated September 28, 2017.

XIV. INSURANCE

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

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

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

XV. DBE COMPLIANCE

It is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, the RTA's DBE Program is designed to increase

small and disadvantaged business participation in RTA contracts and procurements. The growth and development of small and disadvantaged businesses is important to the New Orleans regional economy.

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

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

Non-Discrimination

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

DBE Participation

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

Prompt Payment of Subcontractors.

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, especially DBE firms, within five (5) business days after the

subcontractor's work is satisfactorily completed and accepted by the RTA, and all delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the RTA.

DBE Contract Termination.

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

Monthly Reporting.

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

Access to Books and Records.

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

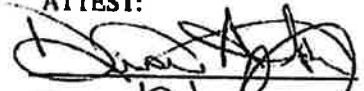

Contractor Assurance.

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal

Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.

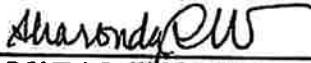
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals in the presence of the undersigned competent witnesses.

ATTEST:


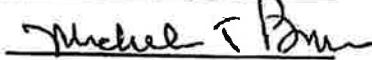



BY:


REGIONAL TRANSIT AUTHORITY


SHARONDA R. WILLIAMS
CHAIRWOMAN OF THE BOARD
OF COMMISSIONERS

ATTEST:

BY:


Vanessa James
AUTHORIZED OFFICER OF
HAMMERMAN & GAINER, INC.

**Certification By Officer of
HAMMERMAN & GAINER, INC.**

Approved as to legal form and adequacy and as to the authorization of the signatory hereto on behalf of HAMMERMAN & GAINER, INC. on the date herein above shown.

Dated this 28th day of February 2018.

Wang Jun
Signature

Vice President
Title

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH/COUNTY OF ORLEANS

ON THIS 28th day of FEBRUARY, 2018 before me, Vanessa James appeared, to me personally known; who being by me duly sworn, did say that she is the Vice President of HAMMERMAN & GAINER, INC and that this Agreement was signed on behalf of said Corporation by authority of its Vice President, Vanessa James by said appearer acknowledged said instrument to be the free act and deed of Vanessa James..

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

Sarah Campbell
NOTARY PUBLIC IN AND FOR
ORLEANS PARISH, LOUISIANA
PARISH (COUNTY), STATE




ACKNOWLEDGMENT

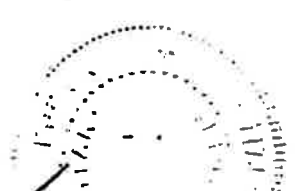
STATE OF LOUISIANA
PARISH/COUNTY OF ORLEANS

ON THIS 25th day of February 2018 before me, appeared Sharonda R. Williams, to me personally known, who being by me duly sworn, did say that she is the Chairwoman of the Board of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

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



NOTARY PUBLIC IN AND FOR
ORLEANS PARISH, LOUISIANA
LA. BAR ROLL #
10596



**New Orleans Regional Transit Authority
2017 Pricing Schedule
Option 2**

Hammerman & Gainer, Inc. proposes the following flat annual fee to provide claims adjusting and administration services to the New Orleans Regional Transit Authority for Automobile and General Liability Claims.

Fees:

\$198,000.00* annually to be paid in twelve (12) monthly installments.

*The above annual administration includes the following services:

- New Claim Setups
- Monthly/Quarterly Loss Runs
- Loss Run Submissions to Carriers
- Loss Payment Fund Management
- State/OSHA Reporting
- Audit Requests/Reports
- MMSEA Section 111 Database & Reporting
- Litigation Management/Tracking
- Onsite Investigations/Field Assignments
- Excess Carrier Reporting
- RTA Meetings upon request
- Account Management

*See below list of typical allocated claim loss expenses not included in the above rates.

HGI List of Claim Allocated Loss Expenses

Except as provided above, those expenses arising out of or connected with the handling and disposition of Claims by SERVICE COMPANY, including but not limited to:

1. Fees and/or disbursements of attorneys for Claims in suit and for representation at hearings or pretrial conferences;
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 a result of litigation;
7. Fees for service of process;
8. Cost of appeal bonds;
9. Costs of private investigation or detective services;
10. Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams, surveys, analysis, or reports;
11. Costs for employing experts for advice, opinions or testimony concerning Claims under investigation or in litigation;
12. 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;

13. Costs of legal transcripts of testimony taken at coroner's inquests, criminal, or civil proceedings;
14. Costs for copies of any public records and/or medical records or reports;
15. Costs of depositions and court reported and/or recorded statements;
16. 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;
17. Witness fees and travel expenses;
18. Fees for subrogation pursuit or any other types of reimbursement requests;
19. Costs of appraisal fees and expenses;
20. Services performed outside SERVICE COMPANY'S normal geographic regions;
21. Costs of photographers and photocopy vendor services;
22. Any other services performed by SERVICE COMPANY at CLIENT'S request;
23. 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.



RESOLUTION NO. 24-024
STATE OF LOUISIANA
PARISH OF ORLEANS

**RESOLUTION TO AUTHORIZE AN ADDENDUM THAT IS
CONTINUING IN FORM AND SUBSTANCE TO THE CONTRACT
BY AND BETWEEN THE REGIONAL TRANSIT AUTHORITY
("RTA") AND HAMMERMAN AND GAINER, INC. ("HGI") FOR
THE PROVISION OF AUTOMOBILE, GENERAL LIABILITY, AND
WORKERS' COMPENSATION THIRD-PARTY ADMINISTRATOR
("TPA") SERVICES**

Introduced by Commissioner Daniels, seconded by Commissioner Sams.

WHEREAS, on November 14, 2017, the Board of Commissioners of the Regional Transit Authority ["RTA"] awarded a contract to Hammerman and Gainer, Inc. ["HGI"] as Third-Party Administrator ["TPA"] for the handling of its automobile and general liability claims; and

WHEREAS, the contract ultimately was issued and signed on February 28, 2018 by and between the RTA and HGI; and

WHEREAS, the contract specified a term of three (3) years with an option to renew for an additional period of two (2) years; and

WHEREAS, on December 2020, HGI commenced additional TPA Services for the handling of workers' compensation claims; and

WHEREAS, HGI fully and faithfully performed its work as TPA for the handling of automobile and general liability claims per contract requirements during the course of the five-year contract period; and

WHEREAS, in addition, HGI fully and faithfully performed its work as TPA for the handling of workers' compensation claims services from December 1, 2020 to present; and

WHEREAS, no contract has been entered into for any TPA services beyond February 2023; and

RESOLUTION NO 24-024

Page 2

WHEREAS, HGI has executed its work in a professional and timely manner, conforming to or exceeding in all respects the prevailing industry standards; and

WHEREAS, the cost components of HGI's TPA services remain fair and reasonable and wholly competitive within the industry; and

WHEREAS, invoices remain unpaid from January 2023 to present for automobile and general liability services, and from December 2020 to present for workers' compensation services; and

WHEREAS, \$264,000.00 is required to cover these outstanding automobile and general liability invoices, and \$76,875.00 is required to cover these outstanding workers' compensation invoices; and

WHEREAS, an additional \$147,000.00 is required to fund prospective TPA services for the period of May 2024 to December 2024, until transition to a new TPA contract incorporating automobile liability, general liability and workers' compensation services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Regional Transit Authority that the Board Chairman or his designee, is authorized to execute an addendum that is continuing in form and substance to the HGI contract accordingly, for a total cost of \$487,875.00.

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

YEAS:	<u> 6 </u>
NAYS:	<u> 0 </u>
ABSTAIN:	<u> 0 </u>
ABSENT:	<u> 2 </u>

AND THE RESOLUTION WAS ADOPTED ON THE 28th DAY OF MAY 2024.



MARK C. RAYMOND, JR.
CHAIRMAN
RTA BOARD OF COMMISSIONERS



New Orleans Regional Transit Authority

2817 Canal Street
New Orleans, LA 70119

Board Report and Staff Summary

File #: 24-052


Board of Commissioners

[05.28.24 Board Meeting PowerPoint Presentation]




May 28, 2024

**New Orleans
Regional Transit Authority
Monthly Board Report**



The New Orleans Regional Transit Authority (RTA) hereby declares that, in accordance with La. R.S. 42:17.1 (A)(2)(a)-(c), a meeting will be held in person on Tuesday, May 28, 2024, at 10:00 a.m. Please be aware that wearing masks in the boardroom is encouraged.

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



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, New Orleans, LA 70119, or call 504-827-8341 or by email (rtaboard@rtaforward.org).



Agenda

1. Call to Order

2. Roll Call

3. Consideration of Meeting Minutes

[Board of Commissioners Meeting APRIL 23, 2024]

24-046



Agenda

4. Reports

A. RTA Chairman's Report



Agenda

4. Reports

B. Operation & Administration Committee Chairman's Report



Agenda

4. Reports

C. Finance Committee Chairman's Report



Agenda

4. Reports

D. Jefferson Parish Report



Agenda

4. Reports

E. RTA General Counsel's Report

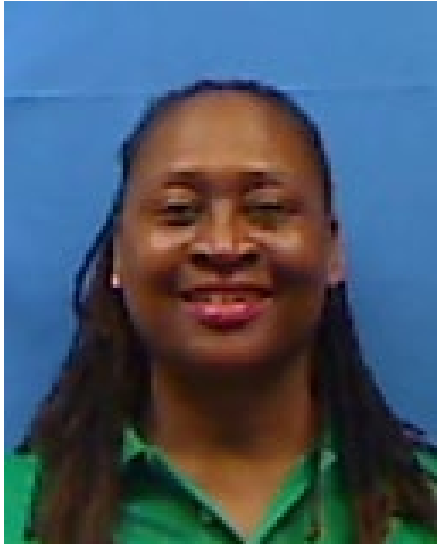


Agenda

4. Reports

F. RTA Chief Executive Officer's Report

Employee of the Month - April



Kim Jones
Operator- Streetcar
April 2024



Benoit Tolbert
Electrician
April 2024



16th Annual Hurricane Preparedness Meeting

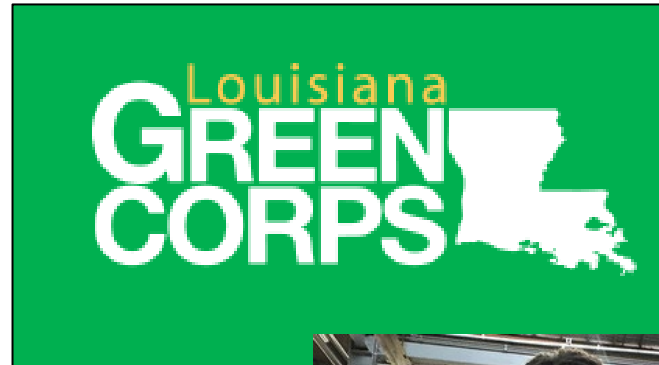


Rampart Streetcar Reopening



Workforce Development

YouthForce NOLA



GROWING FUTURE INNOVATORS, CREATORS, AND MAKERS FOR THE 21ST CENTURY

STEM NOLA
SCIENCE • TECHNOLOGY • ENGINEERING • MATH

POWERED BY  entergy



RTA



Regional Transit Authority

ALL STATIONS ACCESSIBILITY PROGRAM

ASAP FUNDING



Agency's Highlights

- **Fleet Update**
- **New Shelters**



Tchoupitoulas & Napoleon
Napoleon & Freret
Canal & Galvez



Legislative Update

- **Federal Priorities**
- **State and Local Priorities**



Questions?



Agenda

4. Reports

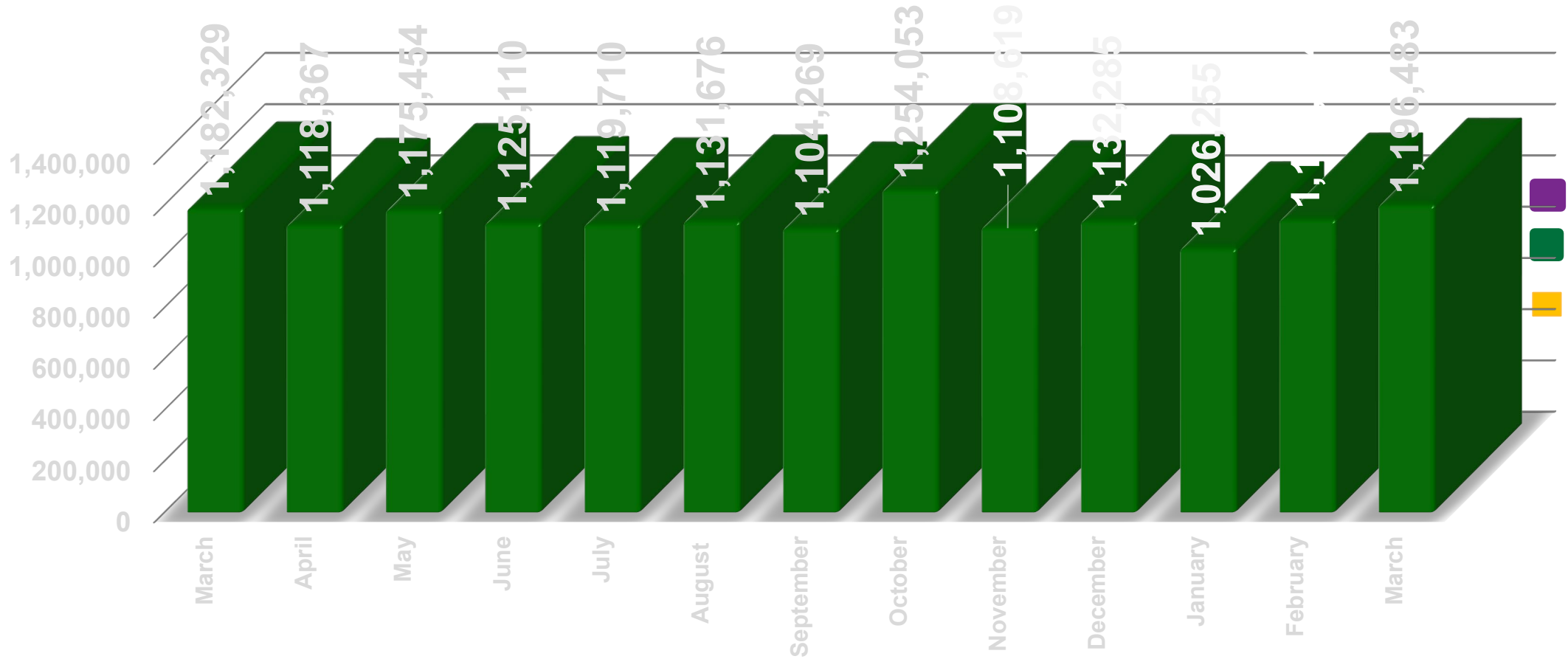
G. Chief of Staff Legislative



Agenda

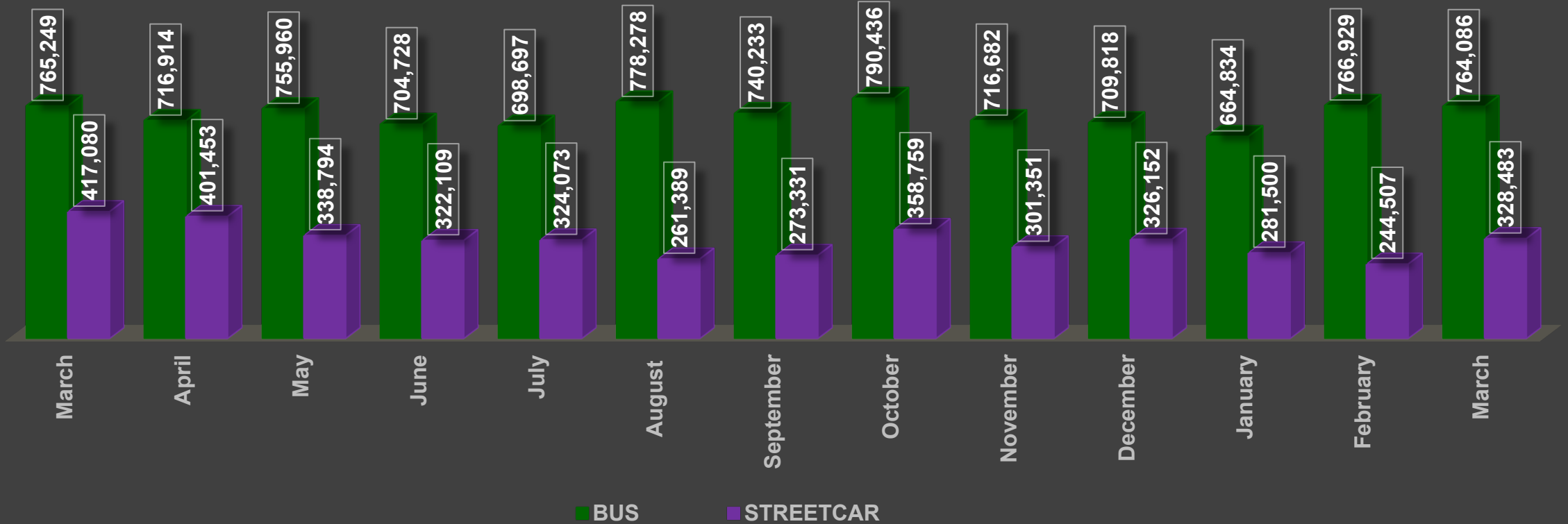
4. Reports

H. Operations Update

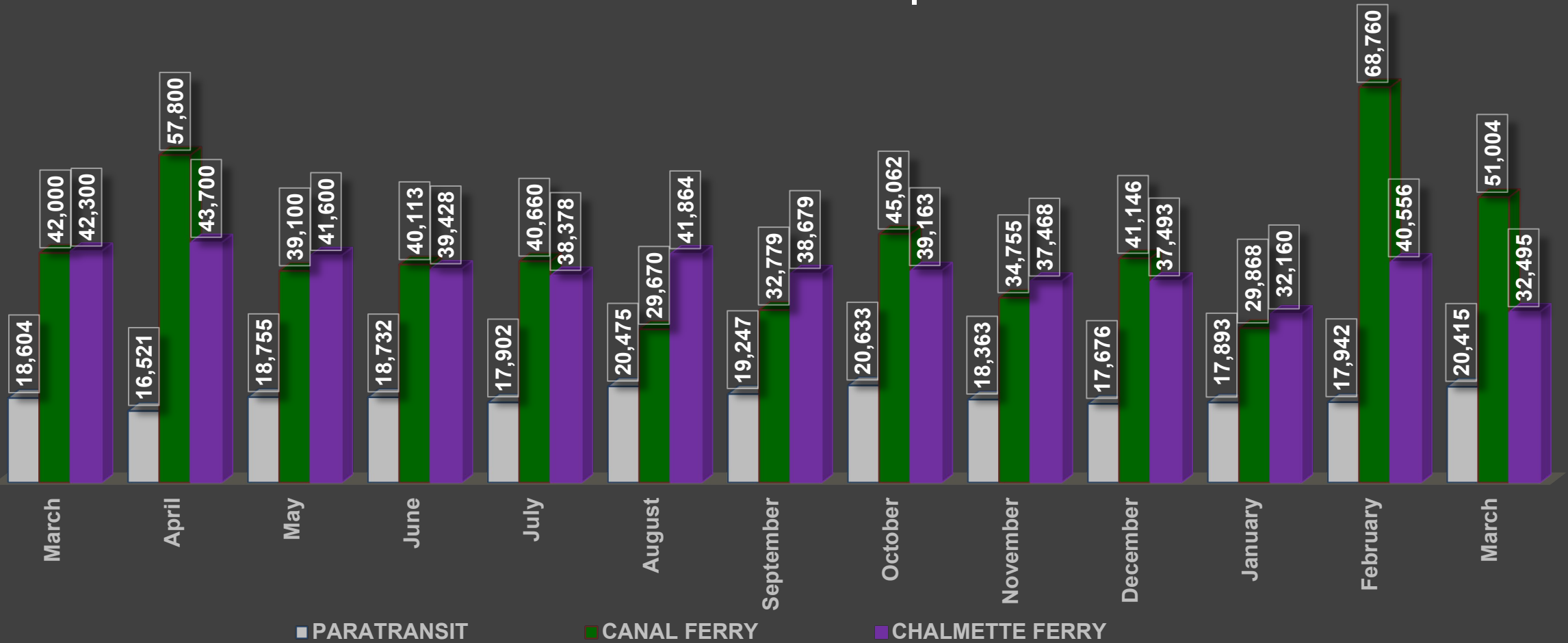


TOTAL RIDERSHIP - BUS, STREETCAR, PARATRANSIT & FERRY

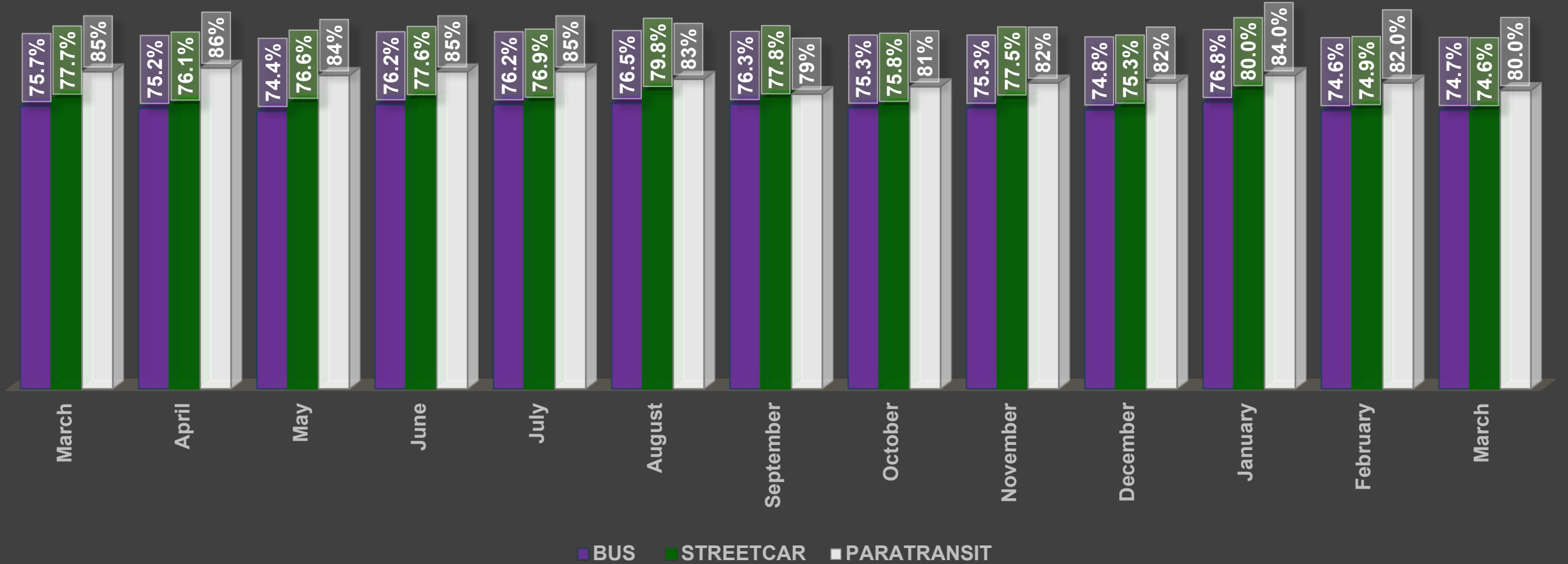
BUS & STREETCAR RIDERSHIP | MARCH 2024



PARATRANSIT & FERRY RIDERSHIP | MARCH 2024

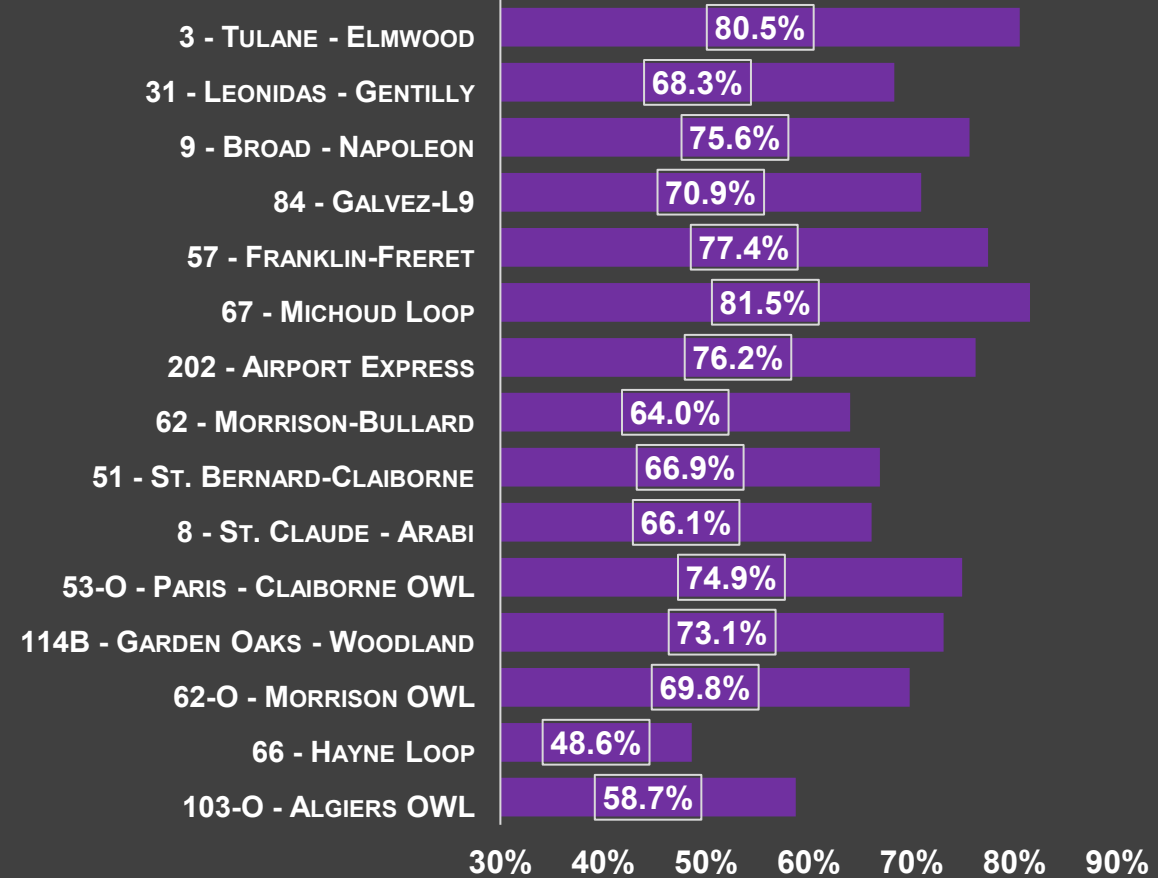
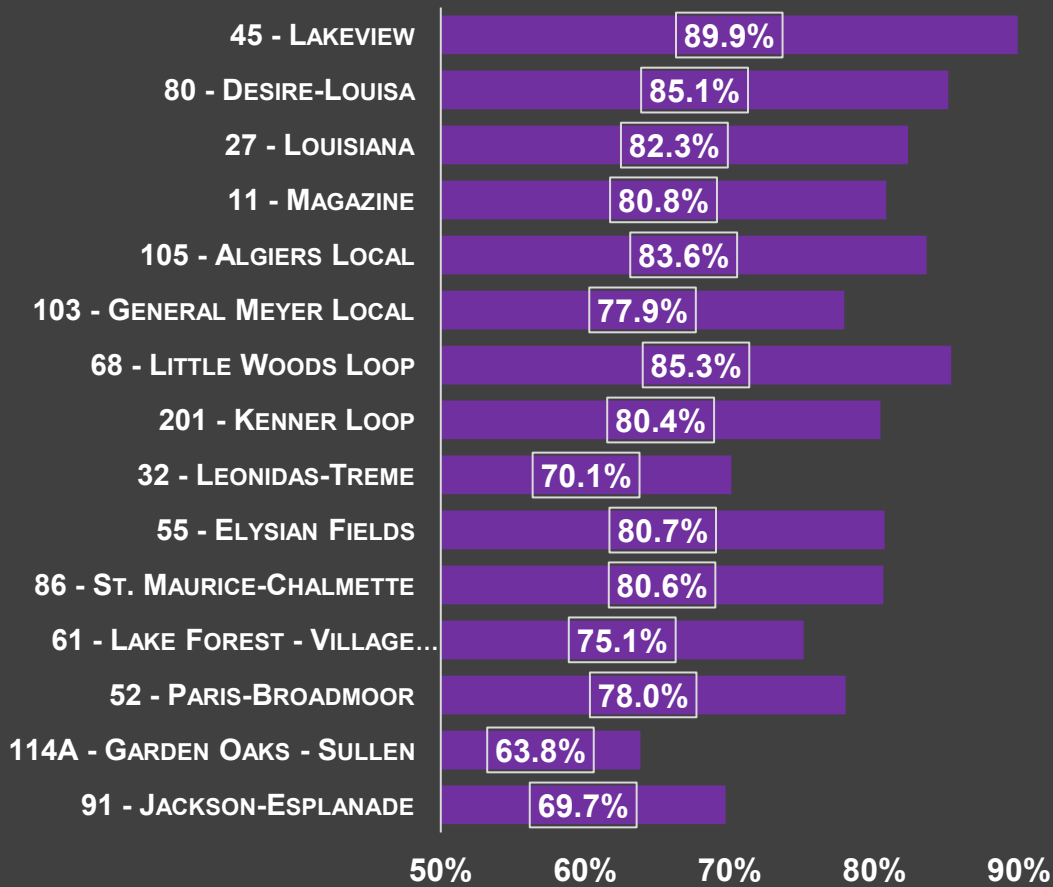


ON-TIME PERFORMANCE | BUS, STREETCAR & PARATRANSIT

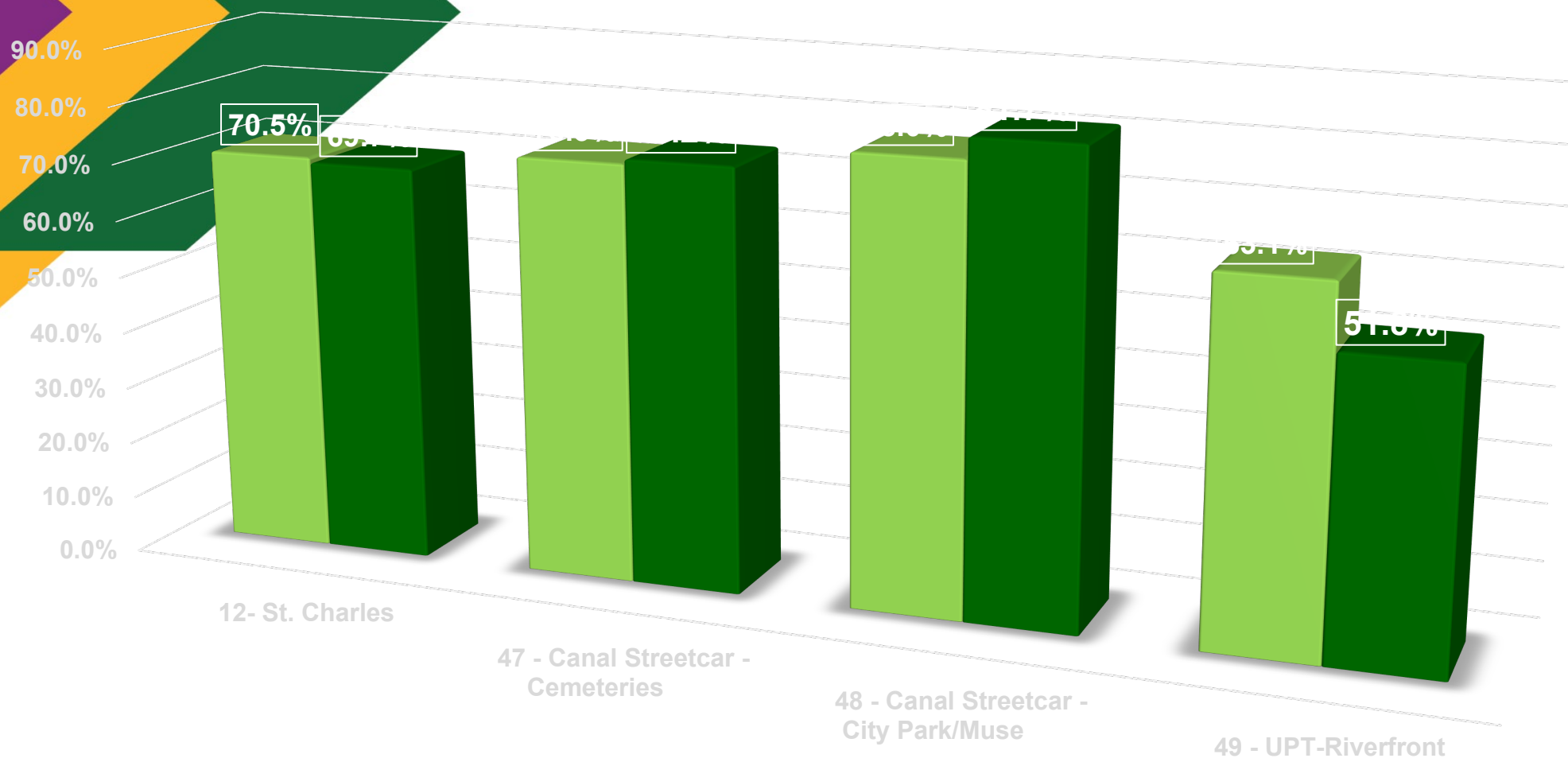


ON-TIME PERFORMANCE BUS, STREETCAR, AND PARATRANSIT

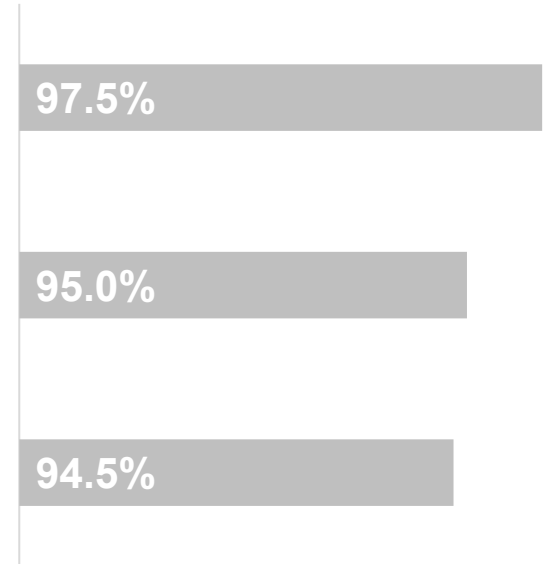
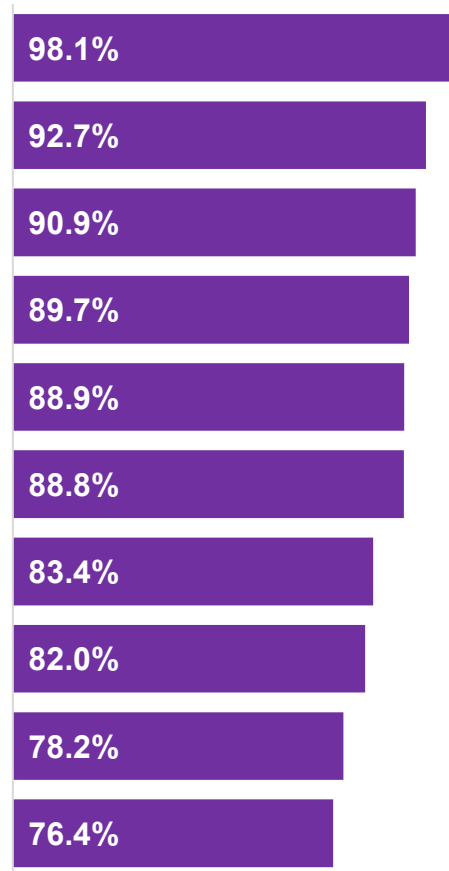
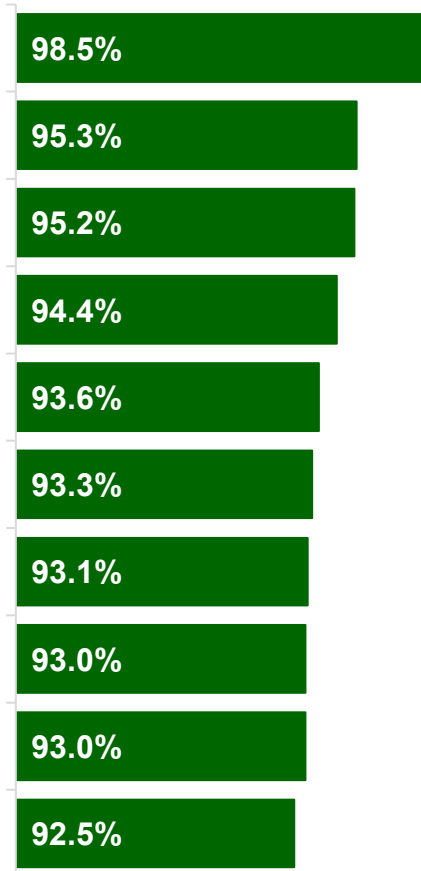
BUS ON-TIME PERFORMANCE BY ROUTE



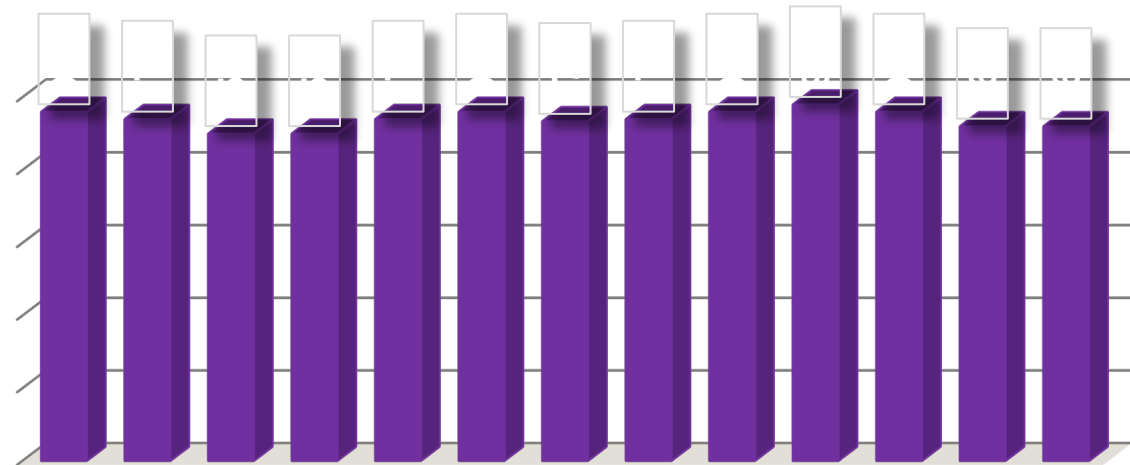
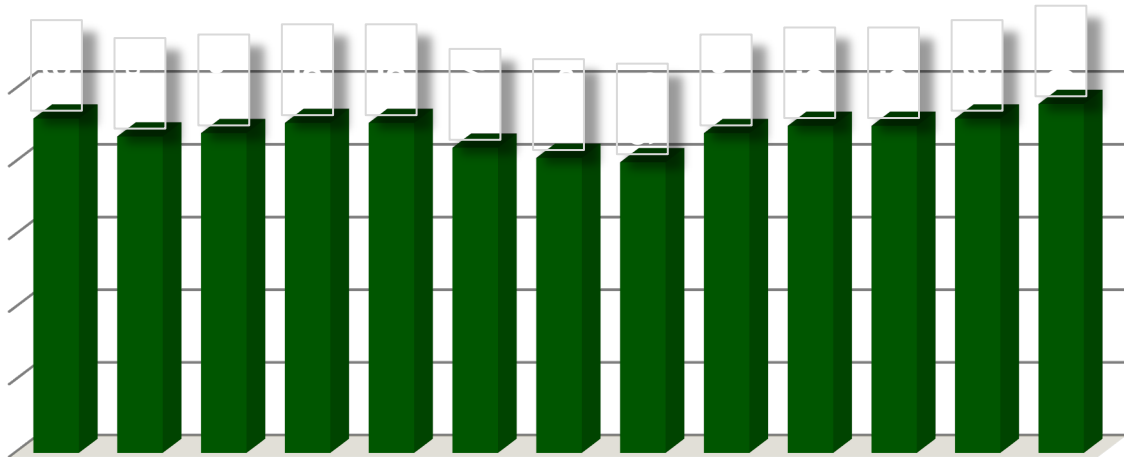
STREETCAR OTP | FEBRUARY AND MARCH 2024



ON-TIME PERFORMANCE STREETCAR

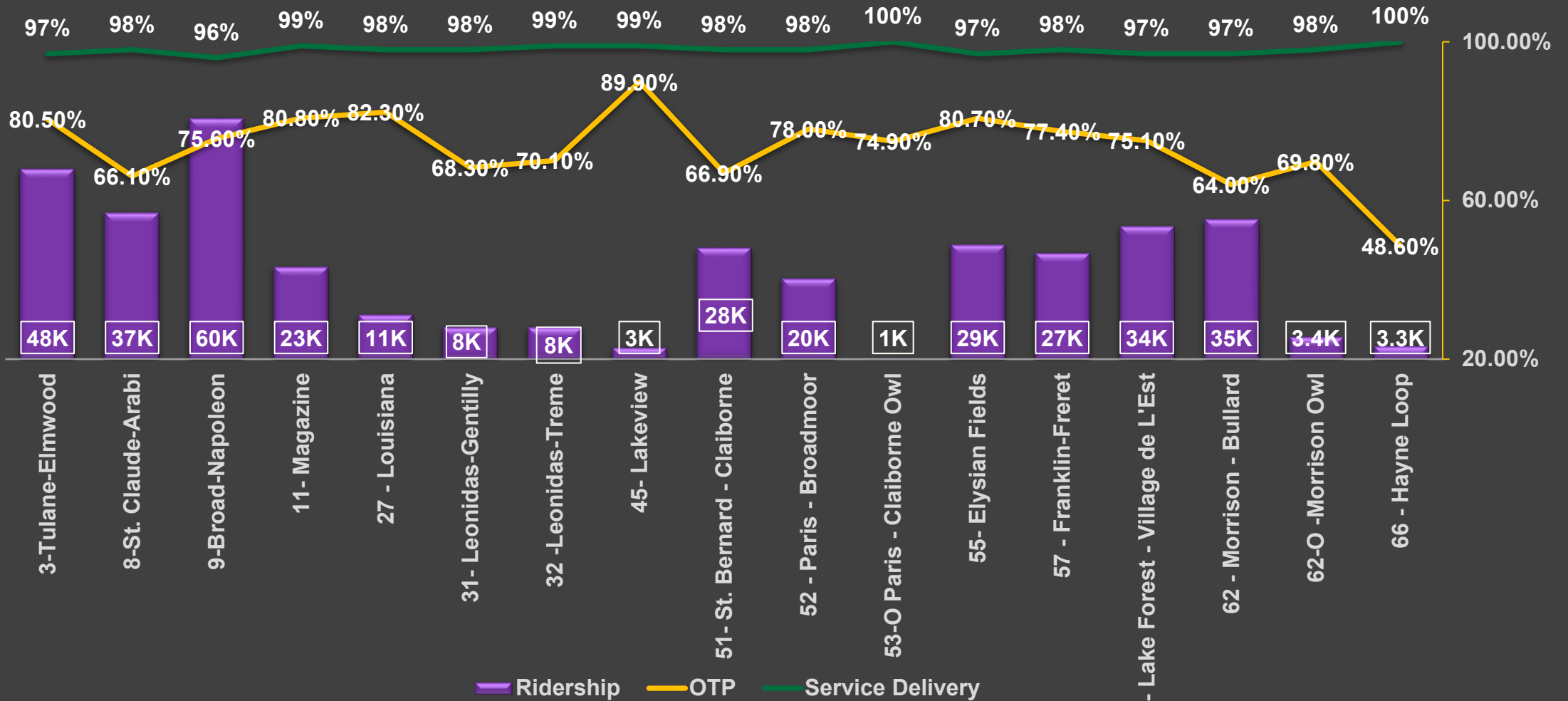


TOP ON-TIME *PERFORMER* BY MODE



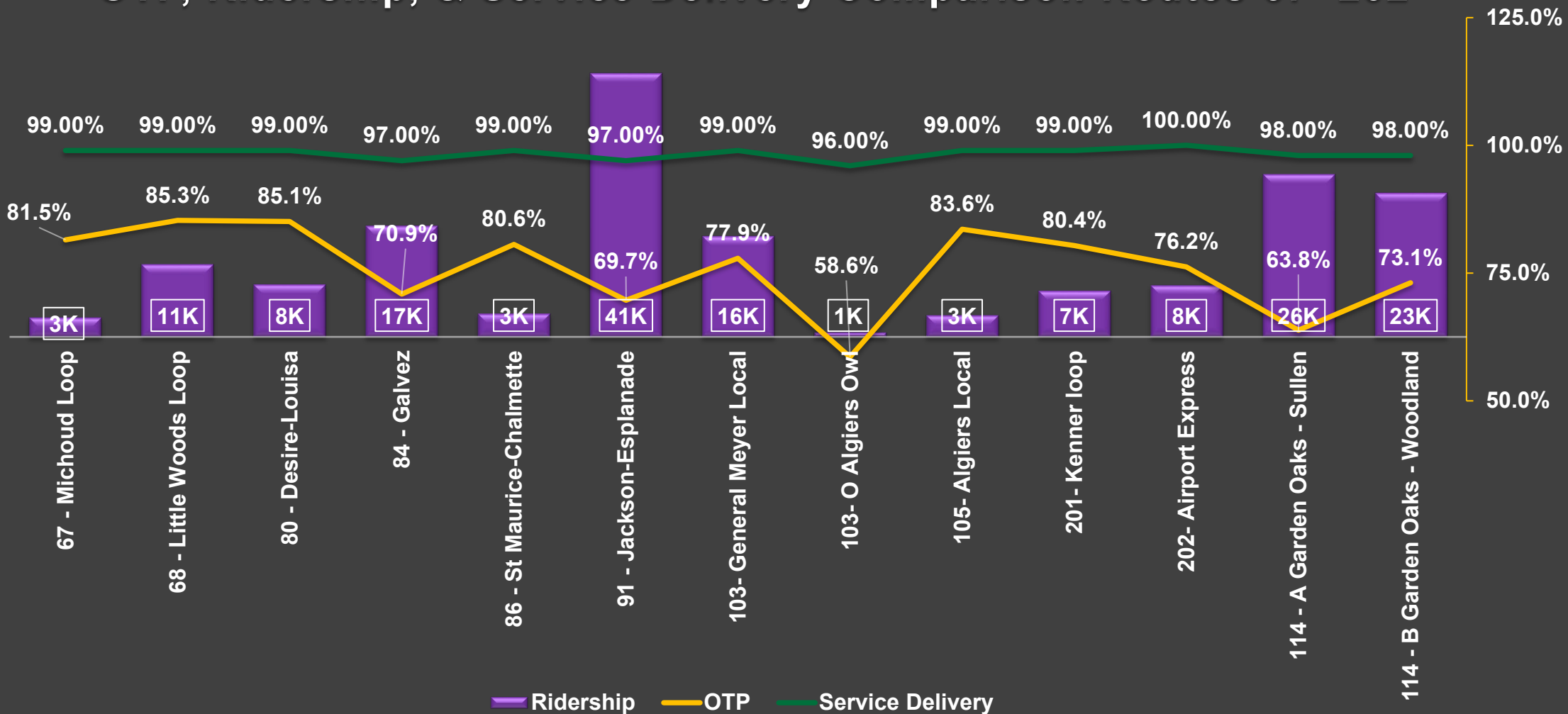
OTP, RIDERSHIP, & SERVICE DELIVERY COMPARISON ROUTES 3 – 66

OTP %



OTP, Ridership, & Service Delivery Comparison Routes 67- 202

OTP %

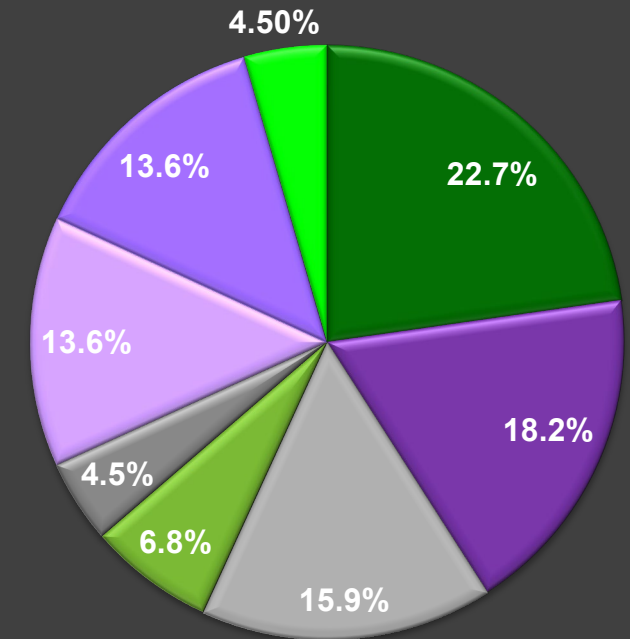


LONG-TERM DETOURS AFFECTING ALL MODES

Routes Affected by Long-Term Detours	Cause
3 – Saratoga/Canal	Road Construction
11 – Elks Place/Canal	Road Construction
27 – Toledano/Claiborne	Road Construction
31 - Leonidas/Gentilly	Road Construction
32 – Leonidas/Treme	Road Construction
55 - Haynes	Hole in Street
61 & 62 – Desire/Chef	Road Construction
80 – Desire/Chef	Road Construction
84 - Galvez	Road Construction
105 - Algiers Local	Road Construction
114A & 114B - Garden Oaks/Woodland	Road Construction
47, 48 & 49 - Canal	Track Maintenance

PERCENTAGE OF TEMPORARY DETOURS BY CAUSE

- █ Road Closure
- █ Parade
- █ Civilian Accident
- █ Police Activity
- █ Race
- █ Traffic/Weather
- █ Festival
- █ Bridge Closure





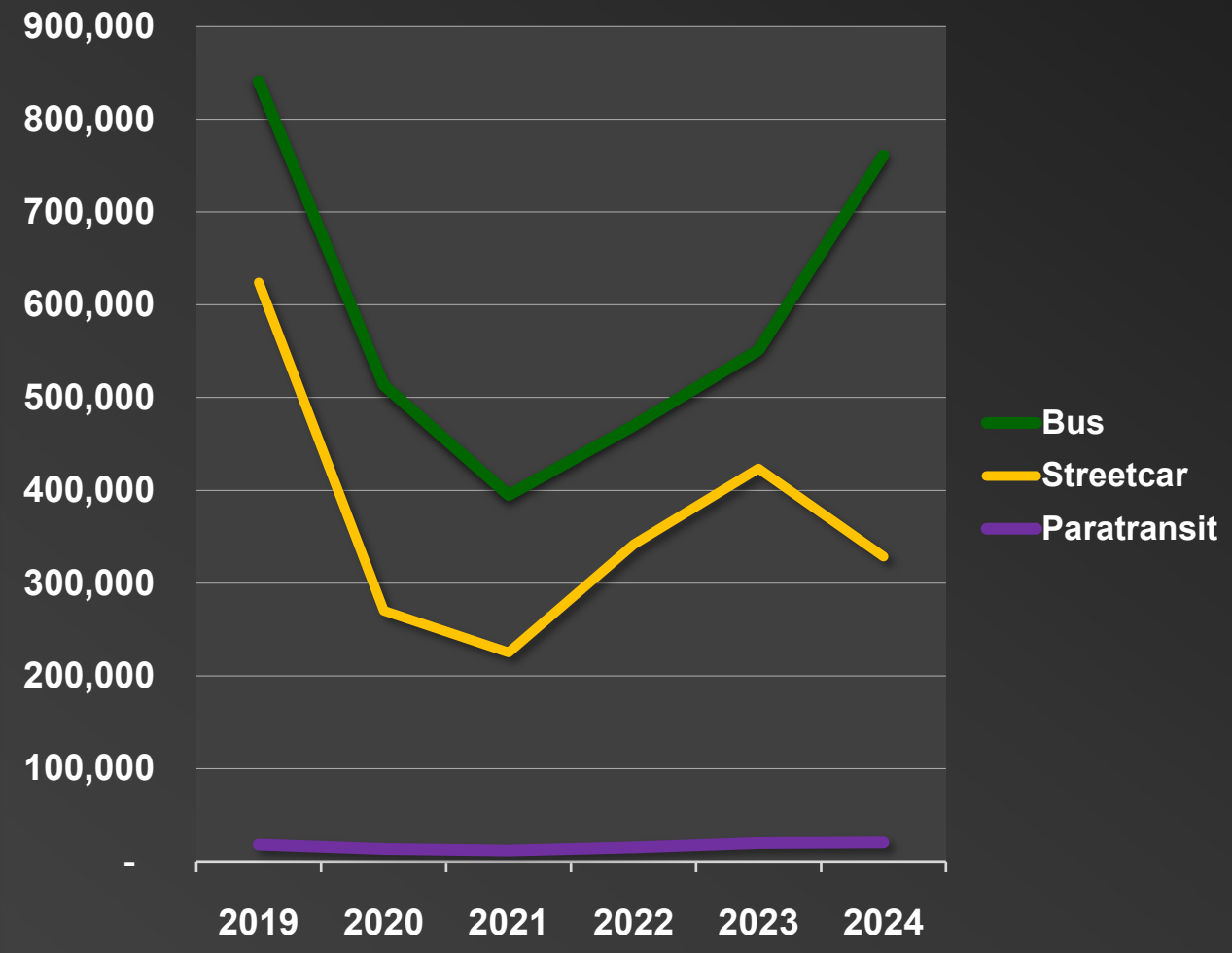
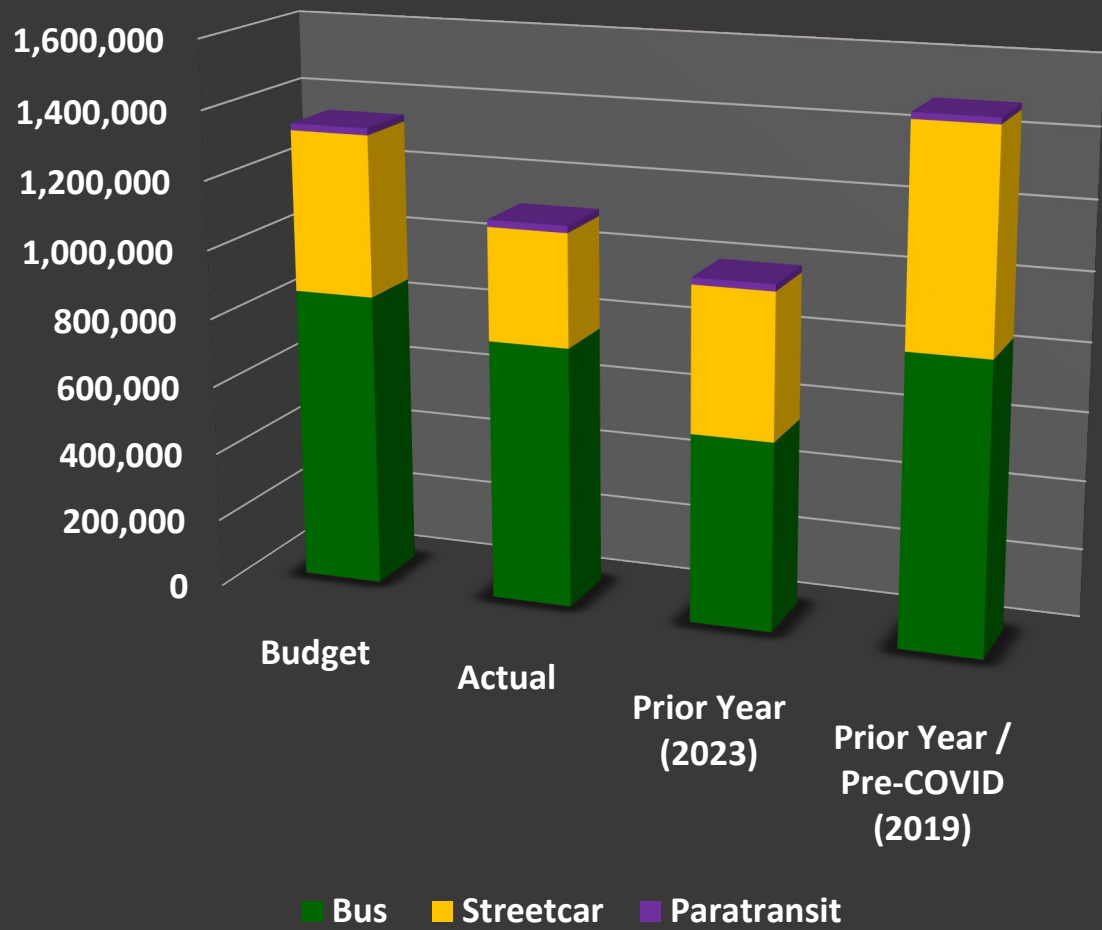
Questions?



Agenda

4. Reports

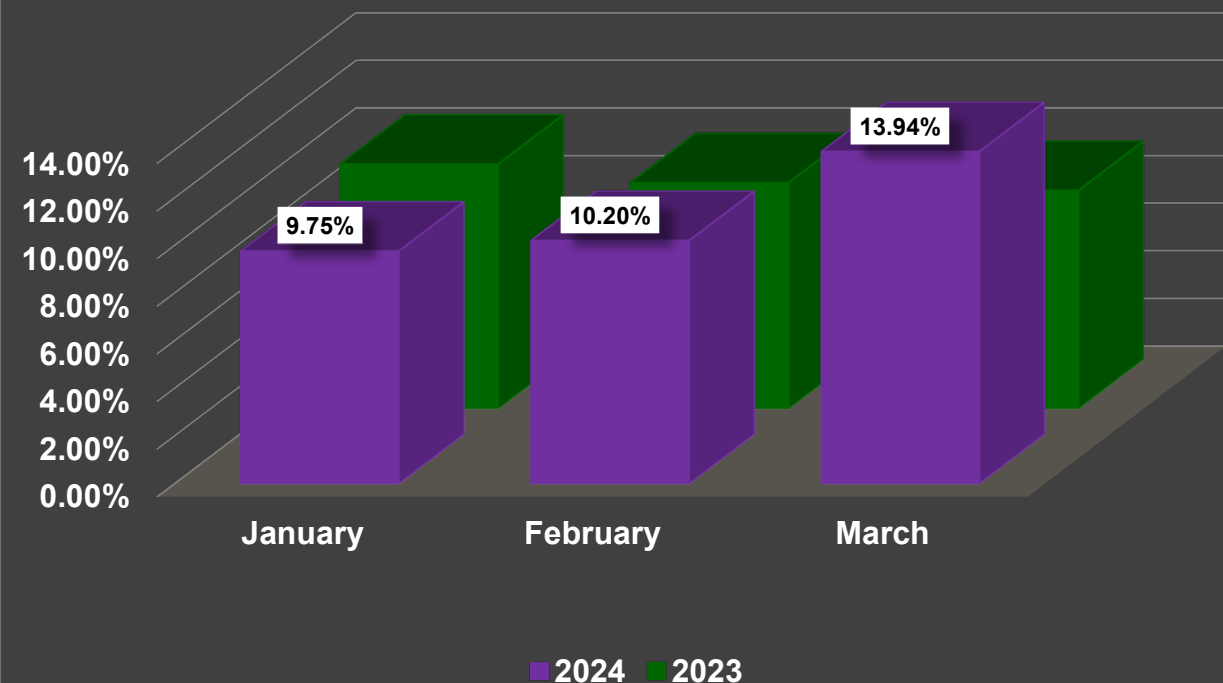
I. RTA Chief Financial Officer's Report



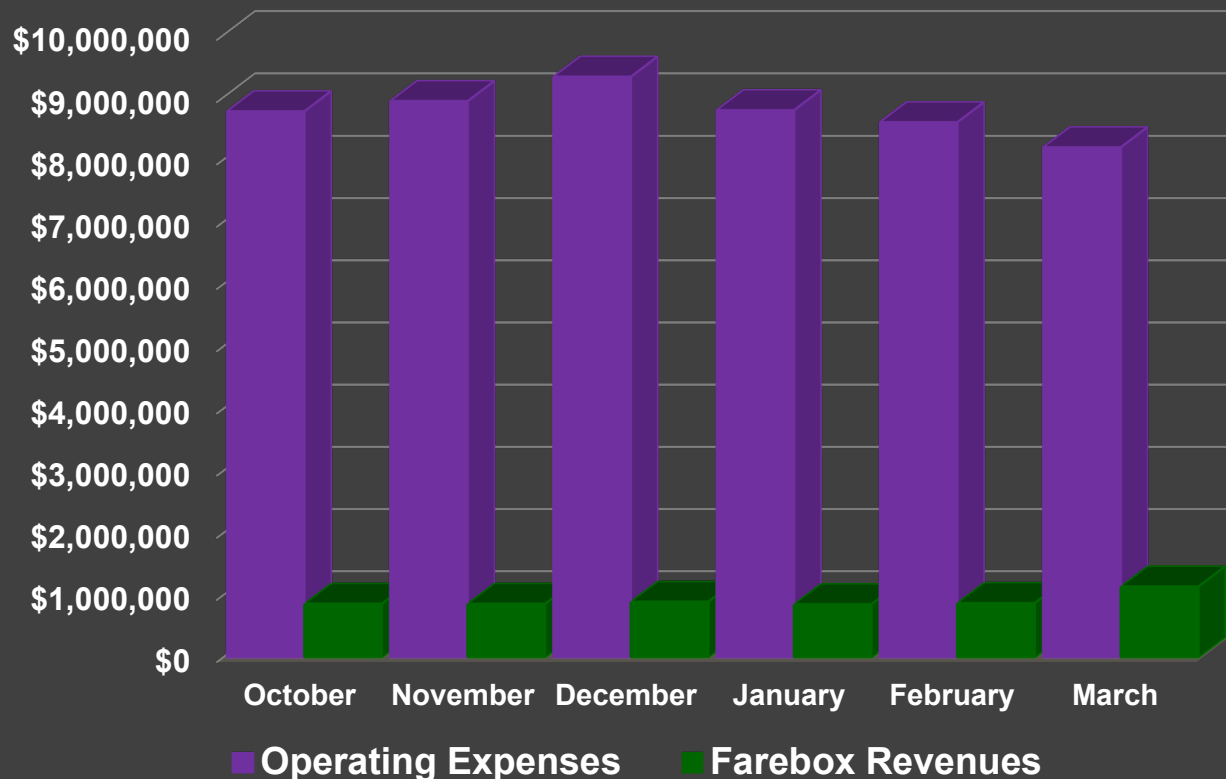
Ridership

Ridership in March increased by 7.8% when compared to February 2024 actuals. In March, total system ridership (bus, streetcar and paratransit) was 1.10M, compared to 1.029M for the previous month of February.

FAREBOX RECOVERY RATES 2024 vs 2023



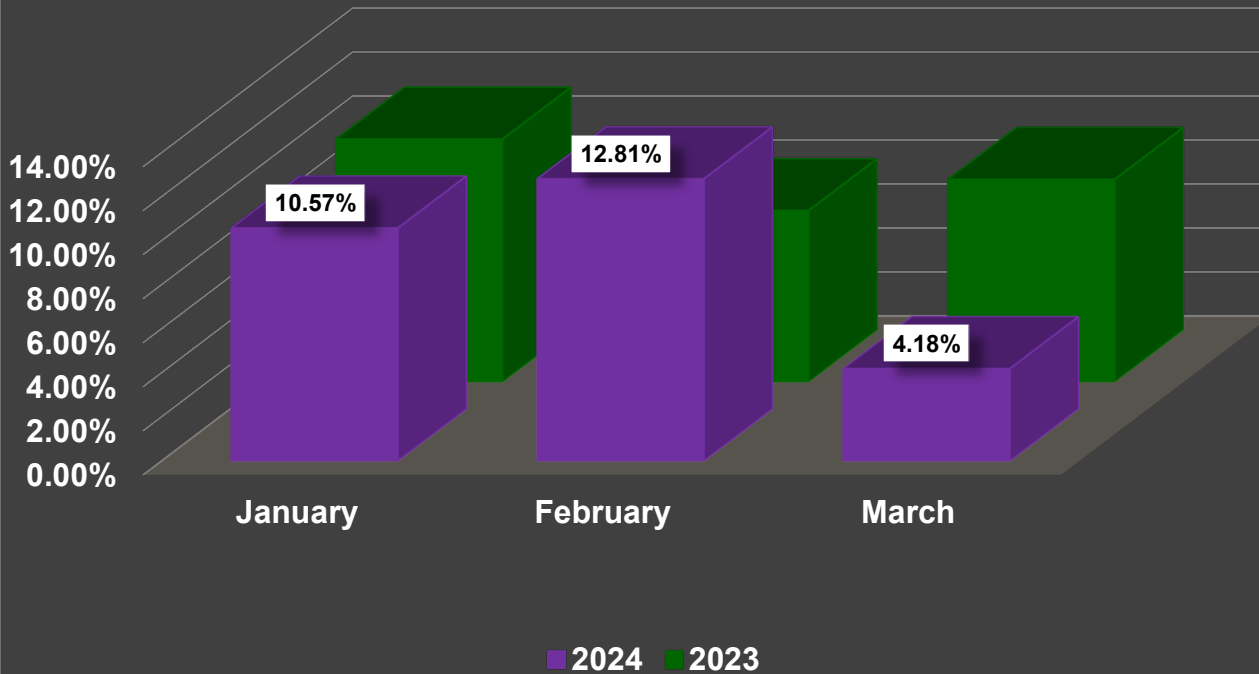
TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY



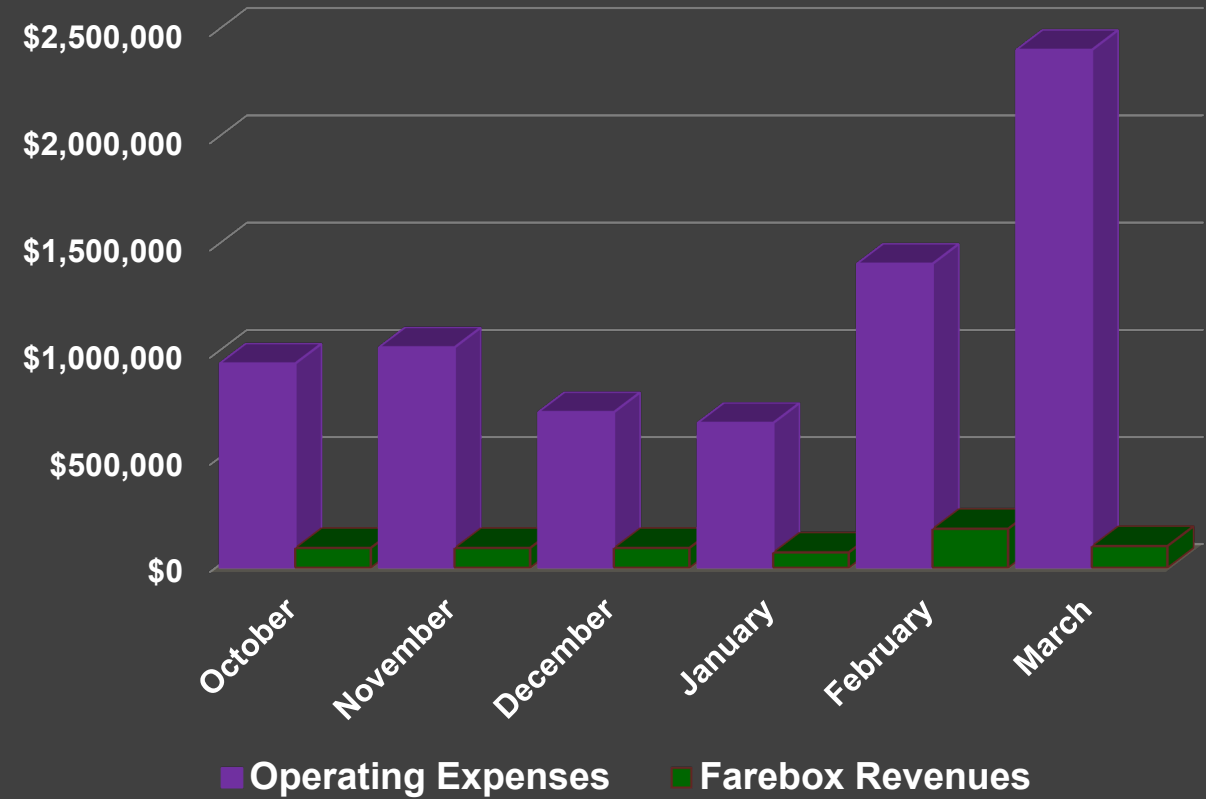
Farebox Recovery Rates 2024 vs. 2023

Fare revenue continues to offset a slightly modest percentage of operating expenses as ridership continues to rebound. March's farebox recovery rate increased slightly from 10.2% in the prior month to 13.9%; a total increase of 3.7%

FAREBOX RECOVERY RATES 2024 vs 2023



TOTAL OPERATING EXPENSES, FAREBOX REVENUE & FAREBOX RECOVERY



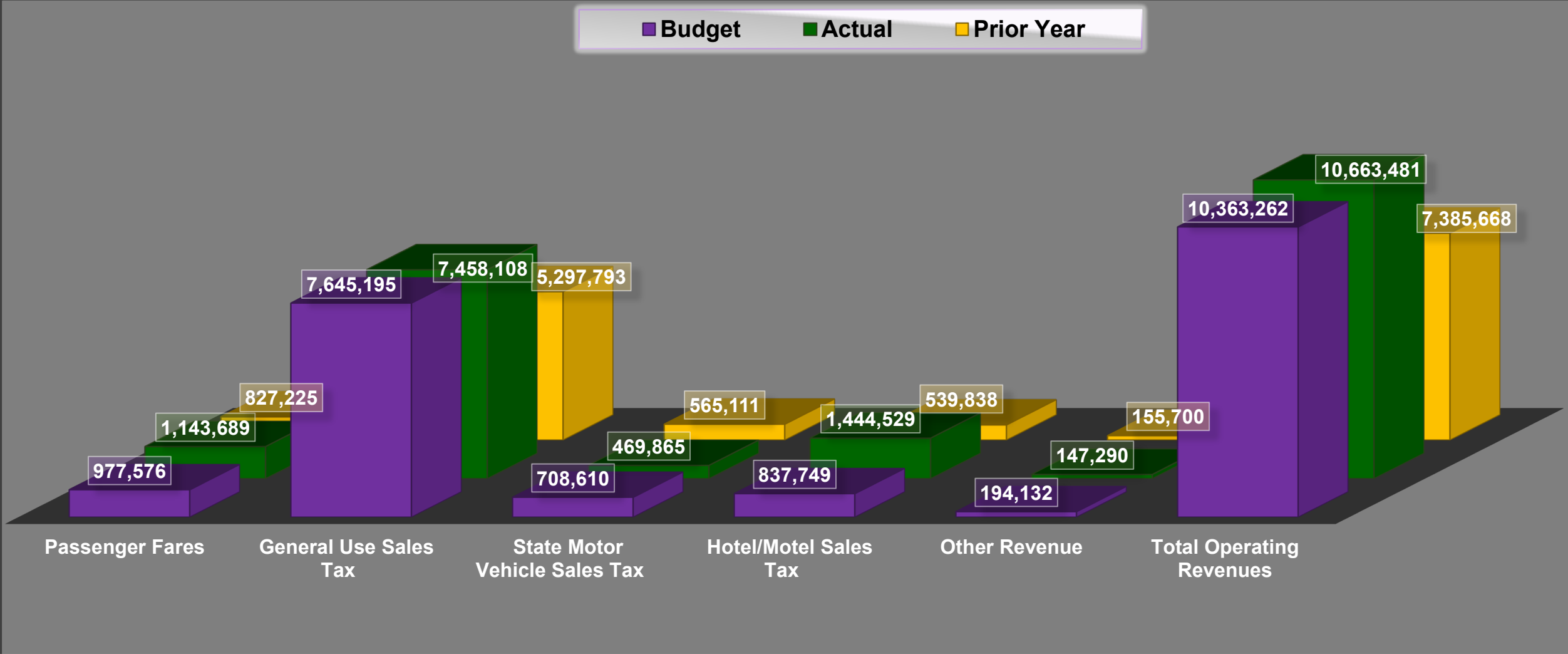
FERRY- Farebox Recovery Rates 2024 vs. 2023

The decrease in farebox recovery to 4.18% in March from 12.81% in February is the result of an increase in operating expenses and a decrease in fare revenues from the prior month. Fare revenues continue to offset a small percentage of operating costs.



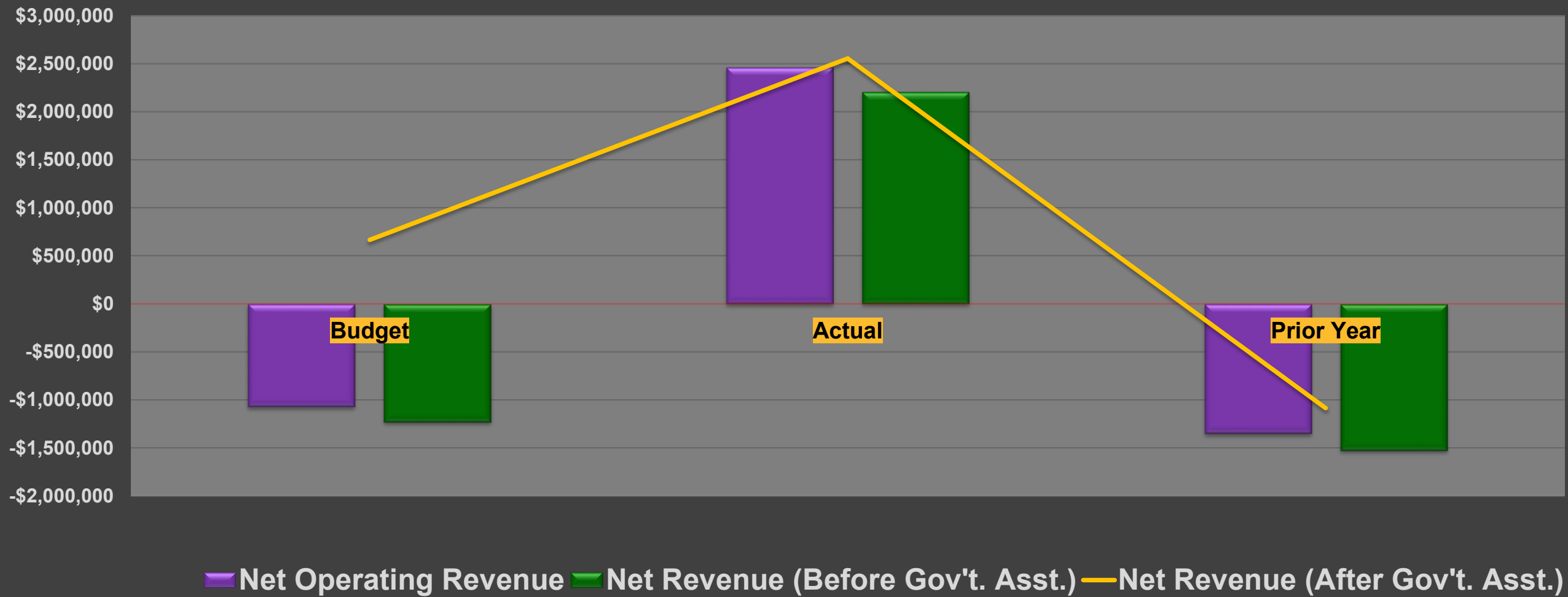
March 2024 Summary of Sources

SUMMARY OF SOURCES						
	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Sales Tax	9,191,554	9,372,502	180,948	1.97%	27,574,662	27,355,036
Government Assistance	1,896,333	1,354,274	(542,059)	-28.58%	5,688,999	4,025,155
Sales Tax and Government Assistance	11,087,887	10,726,776	(361,111)	-3.26%	33,263,661	31,380,191
Passenger Fares	977,576	1,143,689	166,113	16.99%	2,932,728	2,879,702
Other Operating Revenues	194,132	147,290	(46,842)	-24.13%	582,396	542,571
Subtotal Transit Operations	1,171,708	1,290,979	119,271	10.18%	3,515,124	3,422,274
Total Operating Revenues	12,259,595	12,017,755	(241,841)	-1.97%	36,778,785	34,802,464
Federal Capital Funding	3,176,193	185,000	(2,991,193)	-94.18%	9,528,579	4,966,308
Investment Income	6,310	66,139	59,829	100.00%	18,930	198,416
Subtotal Capital and Bond Resources	3,182,503	251,139	(2,931,364)	-92.11%	9,547,509	5,164,724
Total Revenue	15,442,098	12,268,893	(3,173,205)	-20.55%	46,326,294	39,967,188
Operating Reserve	0	(2,043,869)	(2,043,869)	-100.00%	0	(6,337,958)
Total Sources	15,442,098	10,225,024	(5,217,074)	-33.78%	46,326,294	33,629,230



Operating Revenues (Budget, Actual & Prior Year)

RTA’s two largest revenue sources are General Use Sales Tax (\$7.5M) and Hotel/Motel Sales Tax (\$1.4M). The two combined make up 83.5% or \$8.9M of total revenue. Overall, total operating revenues for the month of March are \$10.7M.



Net Revenues (Before and After Government Assistance)

Net Revenue (Before Government Assistance) is \$2.2M for the month of March. After applying the month's \$1.4M in Government Operating Assistance, Net Revenue is \$2.6M for the month of March.

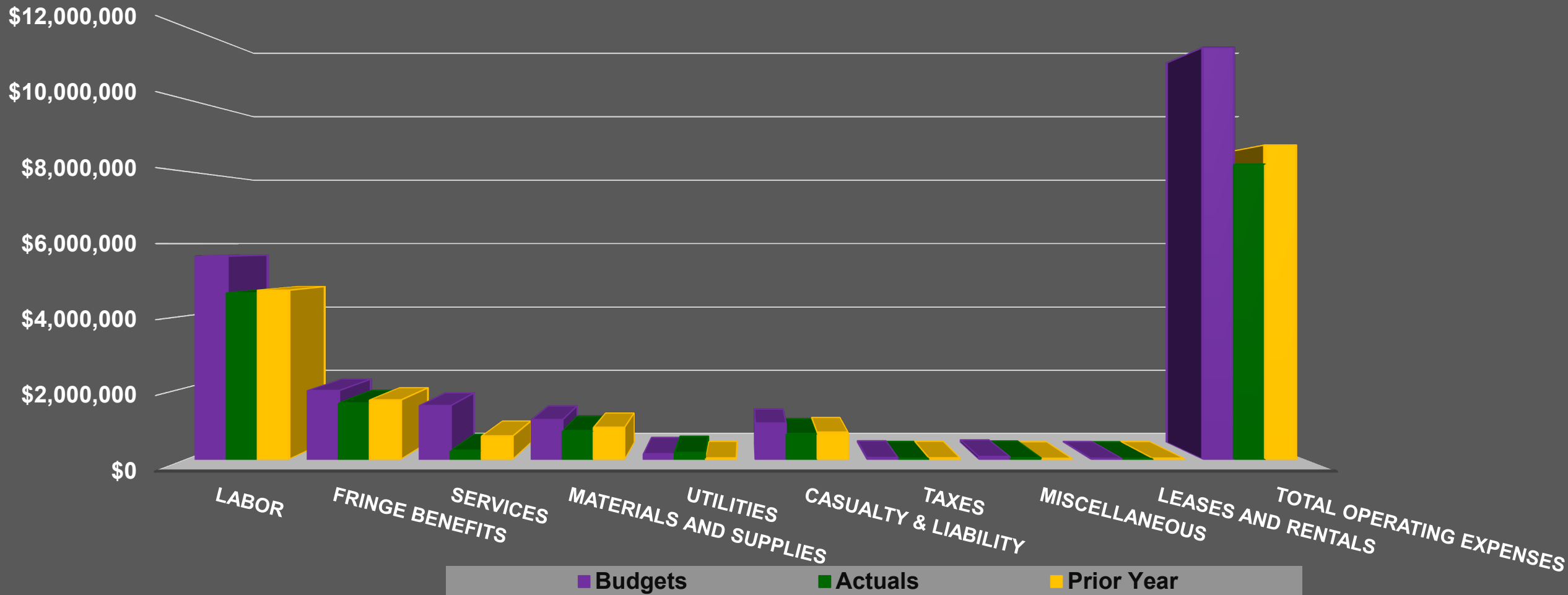


March 2024 Summary of Uses

Summary of Uses

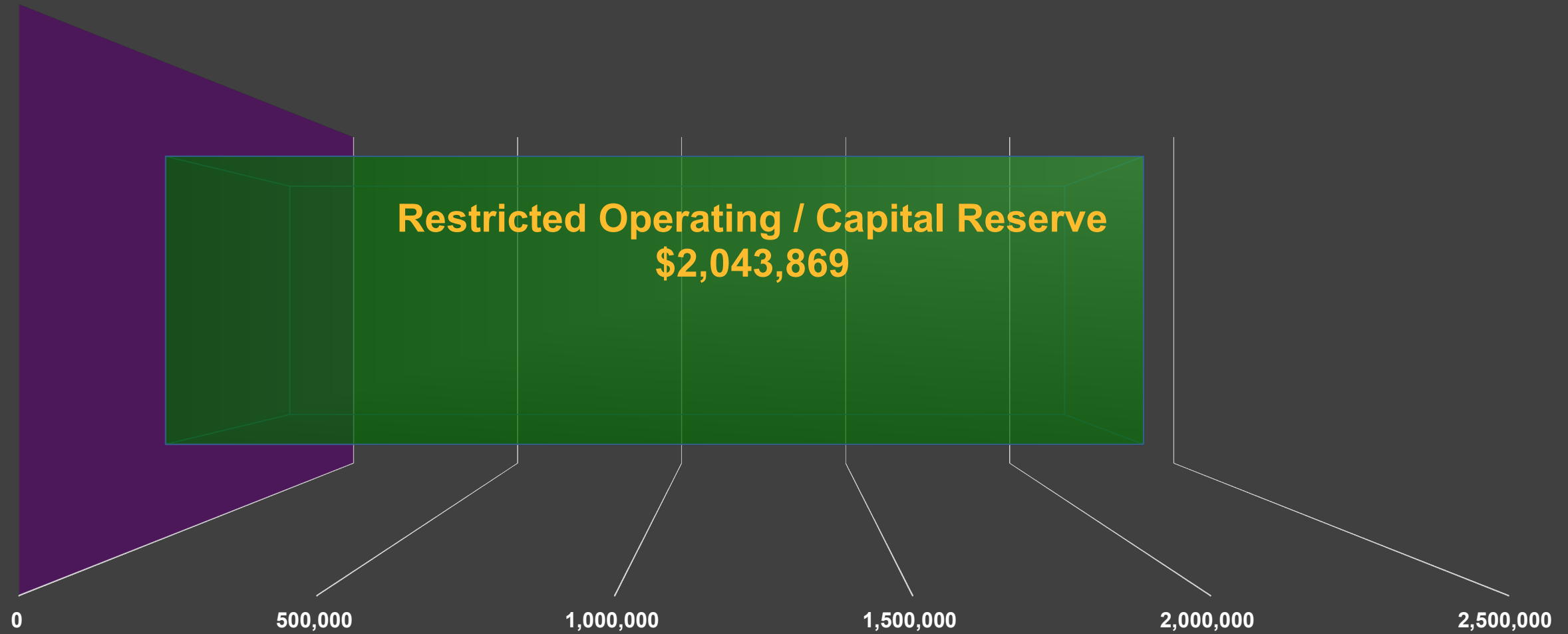
	Budget	Actuals	\$ Change	% Change	YTD Budget	YTD Actuals
Transit Operations	11,435,212	8,204,958	3,230,254	28.25%	34,305,636	25,612,395
TMSEL Legacy Costs	158,501	255,036	(96,535)	-60.90%	475,503	919,188
Maritime Costs	0	1,003,639	(1,003,639)	0.00%	0	272,855
Capital Expenditures	3,176,193	201,667	2,974,526	93.65%	9,528,579	5,145,617
FEMA Project Worksheet Expenditures	0	0	0	0.00%	0	0
Debt Service	672,192	559,725	112,467	16.73%	2,016,576	1,679,175
Total Expenditures	15,442,098	10,225,024	5,217,074	33.78%	46,326,294	33,629,230
Operating Reserve	0	0	0	0.00%	0	0
Total Uses	15,442,098	10,225,024	5,217,074	33.78%	46,326,294	33,629,230

Operating Expenses (Actual - \$8,204,958)



Operating Expenses

Operating Expenses for the month of March are roughly \$8.2M. Labor and Fringe Benefits, the largest expenditure at \$6.2M, comprised 75.6% of this month's actual expenses. In total, Operating Expenses for the month of March show a decrease of 4.7% from \$8.6M in February.



Operating Reserve

The positive variance that resulted from Net Revenue (After Government Assistance of approximately \$1.4M) added \$2M to the Restricted Operating/Capital Reserve after the offset of \$560K in Debt Service.



Questions?



Agenda

5. Authorizations

Algiers Ferry Barges Replacement Project **23-219**

FY 2024 Dell Marketing LP – Desktop Computer Replacement **24-014**

Purchase Para/Support Vehicle Wrecker **24-015**

Canal Streetcar Axle Repairs **24-030**

Thomas Jefferson (TJ) Drydocking & Maintenance **24-036**



Agenda

5. Authorizations

Various RTA Insurance Coverages 2024-2025

24-038



COVERAGE TYPE	PREMIUMS- EXPIRING COVERAGES CY23-24	PREMIUMS- RENEWAL COVERAGES CY24-25	DOLLAR VARIANCE	INCREASE (%)
Property	\$1,629,840.37	\$1,629,840.37	\$0.00	0%
Flood	\$38,904.00	\$39,593.00	\$689.00	1.7%
Public Officials	\$106,190.00	\$101,332.00	-\$4,858.00	-4.8%
Crime	\$7,009.20	\$7,009.20	\$0.00	0%
OCS	\$466,570.00	\$466,570.00	\$0.00	0%
Parametric	\$243,252.00	\$146,790.00	-\$96,462.00	N/A
TOTALS	\$2,491,765.57	\$2,391,134.57	-100,631.00	-3.1%



VARIOUS INSURANCE COVERAGES CY 2024-2025 / EXPLANATION FOR POLICY RENEWALS

- **PROPERTY RATES HAVE MODERATED BECAUSE OF ADDITIONAL CARRIER CAPACITY.**
- **CARRIER PRICING HAS STABILIZED BECAUSE OF FAVORABLE REINSURANCE TERMS AND IMPROVED LOSS RATIOS IN THE PAST TWO YEARS.**
- **CURRENT UNDERWRITERS ARE INCREASING THEIR POSITIONS ON RISKS, PARTICULARLY IN THE MIDDLE LAYERS.**
- **PARAMETRIC PREMIUMS ARE FOR THE POLICY TERM 9.1.2024 TO 6.1.2025 (9 MONTHS) TO COINCIDE WITH THE PROPERTY EXPIRATION DATE. THE QUOTE IS GOOD UNTIL 7.3.2024.**
- **THE KENNEDY FINANCIAL GROUP WILL WORK DILIGENTLY UNTIL THE DAY RTA ISSUES ITS BIND ORDER TO OBTAIN THE BEST RENEWAL AVAILABLE.**



Agenda

6. Amendments

**Amendment 10 to the CEA between DOTD to revise
Exhibit K** **24-031**

**Authorization to Extend Transit Security Month-to-Month
Services with Security** **24-033**

**Addendum that is continuing in form and substance
Substance of Third-Party Administrator** **24-039**



Agenda

7. New Business (UNANIMOUS VOTE REQUIRED TO CONSIDER)



Agenda

8. Audience Questions and Comments



Agenda

9. Executive Session (2/3rds VOTE To Consider)

**O.E. By and Through His Parents v. New Orleans
Regional Transit Authority**

**Ernest N. Morial Exhibition Hall Authority v. Regional
Transit Authority Civil District Court No. 2021-04470,
Division “J-15”**

**BRC Construction Group, LLC v. New Orleans
Regional Transit Authority**

10. Adjournment