

Response to RFP 2020-032 Transit Security Services New Orleans Regional Transit Authority

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**Technical & Pricing Proposal** 

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# Transition Plan - Implementation Timeline

Force 1 Protection has effective transitioned into numerous contracts with the attained goal of ensuring no disruption in the Client's operations. We shall do the same with this contract through careful planning and strategy. Force 1 Protection proposes a 30-day Implementation Timeline with the knowledge that the New Orleans Regional Transit Authority is unique with respect to its needs.

# Day 1 - Award of Contract

- Force 1 shall request a post award meeting with the transit authority security director within five (5) days
- Force 1 shall request a list of preferred incumbent security personnel
- Force 1 shall initiate the recruitment process for the hiring of the estimated 10% needed to fully staff the service locations

# **Day 5 - Post Award Meeting**

- Force 1 shall obtain needed information for the drafting of security protocols
- Force 1 shall present for approval select procedures for: (1) active shooter, (2) bomb and IED threats, and (3) suspicious packages
- Force 1 shall begin the onboarding and screening of preferred incumbent security personnel
- Force 1 shall be conducting ongoing interviews for both the Contract Manager position and the 10% staffing needs
- •Discuss specific reporting needs for the service locations

# Day 7 to 10 - Personnel and Procedures

- Force 1 shall finalize all internal paperwork for security personnel
- Force 1 shall finalze all required LSBPSE processes for the newly hired security personnel
- Force 1 shall present its initial security protocols for approval
- Force 1 shall present any requested revisions, if applicable, to its select procedures
- Force 1 shall schedule any required LSBPSE mandated refresher training for security personnel

# Day 11 to 13 - Finalize Trackforce Valiant to meet RTA needs

- Force 1 shall finalize all aspects of the reporting systems
- Force 1 shall finalize the scheduling, payroll, and invoicing systems
- Force 1 shall provide designated transit authority personnel with training on the Client Portal Access

#### Day 14 to 16 - Uniforms and Equipment

- Force 1 shall finalize the issuance of uniforms and equipment to security personnel
- •Security personnel shall be inspected to ensure that all uniforms and equipment meet Company standards

# Day 17 to 20 - Training

- Security personnel shall receive site training
- Security personnel shall be trained in the use of Trackforce and Valiant

# Day 21 to 29 - Resolution of Any Issues

•The final eight (8) days of the implementation timeline are reserved for the resolution of any unforeseen issues that may have arisen during the course of implementation

#### Day 30 - Contract Service Begins

Implementation Time line also found as page 15 of the submitted Technical and Pricing Proposal



# **Force 1 Protection**

PO Box 56817 | New Orleans LA 70156 O: 504.525.7676 | F: 888.505.1837

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RFP Evaluation Committee New Orleans Regional Transit Authority 2817 Canal St, New Orleans, LA 70119

Dear Members of the Review Committee:

Thank you for allowing Force 1 Protection this opportunity to submit a proposal for RFP 2020-032 Transit Security Services for New Orleans Regional Transit Authority. Force 1 Protection seeks to enter into a mutually beneficial business relationship with the transit authority by providing a cost-effective efficient approach to the security needs at the specified facilities.

Force 1 Protection, formerly branded as Falcon Security Company, has been a provider of premier security services not only in New Orleans but across Louisiana for almost two decades. We offer our Clients the rarest of commodities in this day and age — peace of mind. This peace of mind is promoted by a highly experienced management team and well-trained security force.

Force 1 Protection offers access to an executive team boasting almost a century of experience from the US Military, Civilian Law Enforcement, and contract security administration. Our executive team is supported by an administrative team offering our Clients over 25 years of collective experience in the US Military, business administration, accounting, and contract security compliance. We know and understand that the needs of our Clients are always evolving. As such, we guarantee our Clients 24/7 access to either a member of our executive team or administrative support team ensuring that there is always an open line of communication.

Our security guard force is comprised of almost 100 men and women with documented experience in Civilian Law Enforcement, the US Military, and/or at least three years of contract security experience. These varied backgrounds are further supplemented by a rigorous ongoing approach to training. In addition to State minimum requirements, our security team must complete specialized training based upon Client needs and complete eight hours of annual refresher training.

In closing, dedication is the heart of Force 1 Protection. A relentless dedication to provide our clients with cost effective yet exemplary services provide peace of mind. Our Clients are able to focus on their growth and development without worrying about their staff and assets. Our Company realizes continued growth and expansion thanks to this relentless dedication to service to our Clients.

Sincerely.

Kevin P. Fucich

President

Force 1 Protection

**Instructions:** The prime, each subconsultant, and any other tier subconsultant must submit a fully completed Contractor Questionnaire form. All items requested on the form are required, if an item is not applicable, respondents are instructed to enter N/A. Each prime firm participating as a joint venture should complete a separate Contractor Questionnaire form and indicate on the form in item 10 that the response is a joint venture.

2/1 Field Operations Field Supervisor				109	Total Personnel Domiciled in LA Total Personnel
1 Field Operations					
4/4 Reception					
4/3 Office Manager	100	Security Officers			
4/1 President  4/2 Director of Operations		Account Manager			
2. List full-time personnel by primary f # Function (e.g. civil engineer)	unction. Co	ount each only once. If all personn	el are not stationed in office as listed in item 3, i	ndicate in-o	ffice personnel separately, e.g. "5/1"
Partnership		woman-owned business	LAUCP certified		105
Proprietorship		Minority-owned business Woman-owned business	SLDBE certified  LAUCP certified	11 50, 1145	Yes No
Public corporation		Small business	SBA certified	If so has a	the JV worked together before?
Private corporation		C11 h	1		103
3. Specify Type of Ownership:	9. 1	Indicate Special Status:	10. Indicate certifications held regarding special status:	11. Is thi	s submittal a joint venture (JV)? Yes No
			C: 504-275-5223		
			0: 504-525-7676	_	-525-7676
N-A		New Orleans	Kevin P. Fucich, President	Timothy	/ Howard, Account Mgr
1. Name of parent company, if any:	5. I	Location of headquarters (city):	6. Name, title, and telephone number of principal contact:	7. Name, project ma	title, and telephone number of anager:
<b>不</b>					
RTA	02-	28-2022	Prime		
	Ser	rvices	Force 1 Protection	New Or	leans LA 70130
	202	22-003 Transit Security	Orleans Security LLC DBA	620 Tc	houpitoulas St
<b>Regional Transit Authority</b> Service Provider Questionnaire		Project name, project number date of submittal:	2. Official name of firm, indicate if prime or subconsultant:		s of office to perform work:

13. List all outside subcontractors or subconsultants you intend to employ for this project.
a. Name and address of subconsultant or subcontractor
b. Specific work to be performed on this project c. Worked with prime firm before? No subcontractors to be used

14. Brief resumes of key persons anticipated for this project (clearly identify if alternate office location if different than listed in item 3). a. Name and title: a. Name and title: Timothy Howard, Account Manager Brandy Gebbia, Office Manager b. Position or assignment for this project: b. Position or assignment for this project: Contract Oversight Contract Manager With other firms: 14 c. Years of professional experience with this firm: 1 c. Years of professional experience with this firm: 1 With other firms: 1 d. Education: d. Education: Degree / Year / Specialization Degree / Year / Specialization 25 years of security experience Associates Degree in Accounting 1997 e. Active registration or applicable certifications: e. Active registration or applicable certifications: State / Discipline / License number / First year registered State / Discipline / License number / First year registered LA Security Ops Admin PSE-19-09680 2018 LA Armed Security Officer PSE-18-12104 f. Experience and qualifications relevant to this project: f. Experience and qualifications relevant to this project: 4 years leadership roles in both local and 25 years of security experience including previous National security companies experience working at RTA locations. Well versed in the development of policies and procedures Well versed in rules and regulations for contract security in Louisiana and Tennessee

15. List work by firm's personnel members to be assigned to this project which best illustrates current qualifications relevant to this project (limit 15 projects).

a. Project name, location, and	b. Reference contact name,	c. Project description	d. Nature of firm's responsibilities	e. Completion	f. Estim	
owner's name	telephone number, and e-mail			date (actual or estimate)	Entire project	Firm's work
Union Passenger Terminal City of NO	Rocean Spencer 504-658-8425 rspencer@nola.gov	Armed Static Security	Ensure safety of persons on property, deter criminal / illicit activity, and patrol of facility	07/2017	\$540,000	
New Orleans City Hall City of NO	Mark Jernigan 504-658-8000 mdjernigan@nola.gov	Armed Static Security	Ensure safety of persons on property, deter criminal / illicit activity, access control, weapons screening, and patrols	06/2016	\$240,000	)
NOHD - WIC Clinics City of NO	Tomekia Dunkley MPA 504-658-2533 mdunkley@nola.gov	Armed Static Security 4 clinic locations	Ensure safety of persons on property, deter criminal / illicit activity, and patrols	. 07/2017	\$195,00	0
Excelth Clinics	Barbra Peters 504-524-1210 bpeters@excelth.com	Armed Static Security 3 clinic locations	Ensure safety of persons on property, deter criminal / illicit activity, and patrols	- 07/2017	\$312,000	

16. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3.

a. Project name, location, and owner's name	b. Nature of firm's responsibility	c. Indicate whether work completed as prime,	d. Percent		nated fees 00's)
a. Project hame, location, and owner's hame			complete	Total fee	Fee remaining
Children's Hospital of N.O.  POC: Derrick Davis  504-896-9466  derrick@davis@lcmchealth.org	Static and Mobile Armed Security Access Control, deter criminal/illicit activity, traffic control, and patrol of perimeter and surrounding area	Prime	Ongoing	\$697000	\$59900
Seabroook Neighborhood Assoc. POC: Leonard McCollum 504-800-8872 seabroookdevelopment@yahoo.com	Mobile Armed Security Patrol of neighborhood, deter criminal/illict activity, property checks and escort details	Prime ,	Ongoing	\$100000	\$10000
Walgreens - New Orleans G2G America Howard Johnston 515-300-5911 howard@kodiakgroup.org	Static Armed Security  Deter criminal/illicit activity, ensure safety of persons on property	Subconsultant	Negotiat- ions	\$137000	(est.)
Milneburg Homeowners Assoc. POC: Gordon Newman 504-495-9073 newmangordon60@yahoo.com	Mobile Armed Security Patrol of neighborhood, deter criminal/ilicit activity, property checks, and escorts	Prime	Ongoing	\$43680	\$36960

17. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project.

Force 1 Protection, formerly branded as Falcon Security Company, has a proven track record of providing exemplary cost effective security solutions to a range of clientele in Louisiana and Mississippi for well over a decade. Force 1 provides its Clients with an executive and administrative team with over a century of collective experience from backgrounds in Civilian law enforcement, the US Military, contract administration, and business management.

The Force 1 Security Team is comprised of dedicated men and women selected based upon the following: (1) Law Enforcement experience, (2) US Military experience, (3) 3 or more years of contract security experience, or a combination of the three. In addition to our experience requirements, the Force 1 Security Team is required to maintain all applicable regulated license and training requirements in addition to a stringent internal training curriculum.

Our services are further enhanced with a customizable electronic reporting system, an in depth Quality Control Plan, and dedicated supervision.

In addition to being a SLDBE accredited company, Force 1 is also a certified Veteran Owned Small Business.

18. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subcontractors (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethics conflict at this time.

19. Pursuant to Louisiana Revised Statute 42:6.1, I hereby authorize the Regional Transit Authority to discuss the character and professional competence of this firm in Executive Session.

20. The forgoing is a statement of facts.

Signature:	Kevin P Fucich	Date: _	02-28-2022
Typed Name:	Kevin P. Fucich	Title: _	President

# NON-COLLUSION AFFIDAVIT

STATE OF MISSISSIPPI
PARISH OF Hancocie
Kevin P Fucich , being first duly sworn, deposes and says that:
1) He is Owner (Partner) (Officer) (Representative) or (Agent), of Orleans Security UC, the Contractor that has submitted the attached bid;
2) Such Bid is genuine and is not a collusive or sham Bid.
B) 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: K
Title: President
of the to an and subscribed in my presence this
ANDY J. GEBBIA Commission Expires
March 15, 2025 MOTARY PUBLIC

# 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:

- 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, theff, 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 I 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 Orleans Security, LLC DBA Force 1 Protection

ADDRESS 620 Tchoupitoulas St, New Orleans, LA 70130

DATE February 28, 2022

Lm PM

Signature of Offeror's Authorized Representative

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

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

COMPANY Orleans Security, LLC DBA Force 1 Protection

ADDRESS 620 Tchoupitoulas Street, New Orleans, LA 70130

DATE February 28, 2022

Signature of Offeror's Authorized Representative

# CERTIFICATION OF RESTRICTIONS ON LOBBYING

<u>I,</u>	Kevin Fucial	hereby corrifer on
	(Name and Title of Offeror Offici	hereby certify on ial)
beh	alf of <u>Orleans Security</u> , LLC D	BA Force 1 Protection that:
	(Name o	f Offeror)
	employee of any agency, a Member of an employee of a Member of Congresion contract, the making of any Federal into of any cooperative agreement, a	een paid or will be paid, by or on behalf of the fluencing or attempting to influence an officer of of Congress, an officer or employee of Congress, or tess in connection with the awarding of any Federal grant, the making of any Federal loan, the entering and the extension, continuation renewal, amendment tract, grant, loan or cooperative agreement.
	a Member of Congress, an officer Member of Congress in connection cooperative agreement, the undersign	riated funds have been paid or will be paid to any to influenced an officer or employee of any agency, or employee of Congress, or an employee of a ion with this Federal contract, grant, loan, or ned shall complete and submit standard Form-LLL, ng," in accordance with its instructions.
	documents for all sub-awards at	nguage of this certification be included in the award all tiers (including subcontracts, sub-grants, and cooperative agreements) and that all sub-recipients
	or entering into this transaction imposed by	n of fact upon which reliance is placed when this sion of this certification is a prerequisite for making section 1352, title 31, U.S. Code. Any person who subject to a civil penalty of not less than \$10,000 lure.
	Executed this day dayFeb	wowy, 2022.
]	BY Kevin Fucish	_
,	Witnesses: Km PM	
	(Signature of Authorized Official)	)
	President	
	(Title of Authorized Official)	
	worn to and subscribed before me on this _	day of Koryang, 2012.  K PY PU Park County
State	of Miscissippi	1D # 62389
		BRANDY J. GEBO!
	Man	March 15, 2025

# 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 Orleans Security, LLC DBA Force 1 Protection
Firm Address 620 Tchoupitoulas Street, New Orleans, LA 70130
Telephone Number 504-525-7676
Fax Number <u>888-505-1837</u>
E-Mail Address admin@force1solutions.com
Firm's status as Disadvantaged Business Enterprise (DBE) or Non- DBEDBE
Age of the firm 4 years
Annual gross receipts of the firm \$2,650,000
Prime or Sub-Contractor Prime
NAICS code (s) 561612, 611519 and 541690
I certify to the best of my knowledge that the above information is true and correct:
Signature LM 1
Title President
Date February 28, 2022
RTA Project No. 2022-003

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



proposal will be deemed non-responsive. If a section is not applicable to your proposal, you must explain why it is not applicable or your proposal will be deemed non-responsive. You must submit your response on the DBE Responsiveness Form 4 or your proposal will be deemed non-responsive. You may use additional RESPONDENTS TO RFPS AND RFQS: This completed form must be furnished with your proposal. You must complete every section of the form or your pages as warranted.

RFP/RFQ/Solicitation #: 2020-003	Date: 02 / 28 / 2022
Description: Transit Security Services	
lame of Respondent: Orleans Security LLC DBA Force 1 Protection	

Please check the appropriate space:

- The proposer is committed to the contract goal of 10% DBE utilization on this contract. (If selected, you must complete and submit DBE Compliance Form 1 and 2 in order to be awarded a contract.)
- % DBE utilization on this contract and will submit documentation demonstrating good faith efforts. (If selected, you must complete and submit DBE Compliance Forms 1 and 3 and DBE Compliance Form-2 if applicable along with all required supporting documentation in order to be awarded a contract.) The proposer is unable to meet the DBE contract goal, however is committed to a minimum of \_

Every DBE firm listed MUST be utilized on the project. To remove and/or replace a DBE firm you must submit a request for removal and substitution and you must SECTION I - DBE COMMITTEMENT TO CONTRACT GOAL: You must list all DBE firms that you have identified to participate on the contract. PLEASE NOTE: receive approval from the DBELO to remove and/or replace the firm.

DBE FIRM & NAME of DBE	PHONE	SOURCE OF	SCOPE OF WORK	VALUE of PROPOSED	ESTIMATED % OF	
		(SLDBE or LAUCP)		(If Known)		_
1. Force 1 Protection	504-525-7676	SLDBE	(as prime) armed security	\$ 988,111.40	100 %	
			services	\$	%	
				\$	%	7-1-1
				\$	%	
				\$	%	
				\$	%	
				\$	%	
			9	\$	%	
				\$ 988,111.40	700 %	



SECTION II - DBE AFFIRMATIONS: For the DBE firms listed above, please provide the name and signature of the firm's authorized representative.

NAME OF DBE FIRM	PRINT NAME OF DBE FIRM'S AUTHORIZED REPRESENTATIVE	SIGNATURE OF DBE FIRM'S AUTHORIZED REPRESENTATIVE	DATE
Force 1 Protection	Kevin P Fucich, President		02-28-2022

selected scopes or portions of work that you identified to be performed by DBE(s) and the estimated percentage value of each scope of work identified in order to SECTION III - SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR: If you have not identified DBE firms for attainment of the DBE goal and have not listed a commitment to specific DBE firms for participation in Section I that equals the total contract goal for this project, you must list all increase the likelihood of meeting the contract goal for this project.

တ္တ ေ	SCOPE OR PORTIONS OF WORK IDENTIFIED FOR DBE PARTICIPATION	DBE PARTICIPATION	CONTRACT VALUE
;			
2.	No subcontractors to be used.	No subcontractors to be used. Force 1 Protection able to meet DBE obligation	0
3.			
4.			
5.			
9			
7.			
8			
TOTAL	AL		0



SECTION IV - PAST PERFORMANCE: You must provide details of you firm's past performance in compliance with DBE goals.

DBE OFFICE VERIFICATION							
COMPLETION DBE PARTICIPATION DATE ACHIEVED	100%	100%	100%				
COMPLETION DATE	06-2016	07-2017	07-2017				
PROJECT NAME	City Hall	WIC Clinics	Union Passenger Terminal				
AGENCY NAME	City of New Orleans	City of New Orleans	City of New Orleans				

SECTION V - OTHER: If you have not identified DBE firms for attainment of the DBE goals and have not listed commitments to specific DBE firms for participation in Section I that equals the total contract goal for this project, you must provide narrative details of any other efforts your firm will conduct to attain the DBE goal.





**Technical & Pricing Proposal For** 

**Regional Transit Authority** 

RFP 2020-003

**Transit Security Services** 

PO Box 56817 New Orleans LA 70156

O: 504.525.7676 F: 888.505.1837 Kevin P. Fucich President

C: 504.275.5223

kpf@force1solutions.com

Brandy Gebbia Office Manager

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# **Company Data**

NAICS Codes 561612: Security Guard and Patrol Services

LSBPSE License 690

MS Business ID 1234779

TN License 13521

**DUNS** 117083453

**CAGE Code** 8EBUS

**Gross Revenue** \$2,552,078.32 EOFY 2020

**Turn Over Rate** 8%

**Socio-Economic Status** SLDBE – State Local Disadvantaged Business

Enterprise

VOSB - Veteran Owned Small Business

**Services Offered** Armed Security – mobile and static

Unarmed Security – mobile and static Remote Security Monitoring – CCTV Emergency and Disaster Response

Maritime Security Teams

Security Escorts and Executive Protection

**Asset Courier Teams** 

Client Base Residential

Commercial

**Industrial and Construction** 

Healthcare Educational

Government – local and State

Entertainment

Force 1 Protection is an Equal Opportunity Employer



# **Executive Team and Administrative Support Team**

Force 1 contracts are managed directly by our executive team boasting almost a century of experience in both the public and private sectors.



**Kevin P. Fucich, Founder and President** 

Kevin, a US Army veteran, is a results-oriented leader with extensive experience in security, surveillance, and investigations. As the Founder and CEO of Force 1 Protection, he is tasked with the continued growth and expansion of the Company. His emphasis on technology and management solutions brings accountability to our Company's security operations. Kevin is a member of NCIS, ASIS, Council of International Investigators, and a proud supporter of the Wounded Warrior Project.



Lee S. Guest, Director of Operations

Lee is a detail focused administrator with over 30 years of experience in both Civilian Law Enforcement and Private Sector Operations. His law enforcement experience includes assignments as a criminal and narcotics investigator, patrol supervisor, felony response team member, and SRT. After leaving law enforcement, Lee gained experience as a civilian contractor in high-risk operations, Federal contract management, and private sector security administration. Lee is responsible for the overall daily operations of the Company.



# **Greg Hijuelos, Field Operations Coordinator**

Greg is a goal-driven administrator with over 30 years of experience in Law Enforcement, investigations, and security administration. His training and experience include assignments with OPSO as a special investigator, narcotics agent with PPSO, and served as the Commander for several special law enforcement division. Greg has served in various supervisory capacities with regional security firms. Greg is responsible for ensuring that members of the security team are within 100% compliance with Force 1 policies, our Client's policies, and LSBPSE regulations

We Guarantee 24/7 Access to At Least One Member of our Management Team!



# **Administrative Support Team**

The Force 1 Administrative Support Team is comprised of experienced professionals with varied backgrounds in the US Military, accounting, business management, and licensing and compliance. Members of the support team were selected and retained based on their proven ability to maintain Force 1's ongoing commitment to the quality of our provided services.



# **Brandy Gebbia, Office Manager & Accounting**

Brandy is a dedicated administrator with 22 years of experience in office management, bookkeeping, and payroll. Brandy is responsible for ensuring that the daily office affairs are run and managed in an efficient and cost-effective way. Brandy is readily available to provide our Clients, Staff, and team members with friendly and professional assistance



# **Eric Camp, Accounting and Investigations**

Eric Camp is an accountant that graduated from the University of Mississippi with a bachelor's degree in accounting and Mandarin Chinese. Although Eric is a recent college graduate, he already has years of accounting experience from internships in China, Oxford and Gulfport, Mississippi. Eric is responsible for general bookkeeping and payroll. Eric is also responsible for Investigations, being a point of contact between client and our Private Investigators. Investigation responsibilities include online investigations, database searches, communication with clients and writing reports.



# **Shellie Brooks, Licensing and Compliance**

Shellie Brooks served 12 years in the United States Marine Corps, working as an administrator ensuring the compliance of her unit and fellow Marines. Shellie is readily up to the most arduous of tasks within the Force 1 Protection organization. Shellie is responsible for ensuring that all member of the security team have and maintain proper licensing with all applicable regulatory bodies and the security team members and company are 100% compliant with all regulations governing contract security. Shellie assists Force 1's training staff with the maintenance of training files and ensures timely delivery of training records to the needed recipients



# **Supervision and Contract Oversight**

Supervisors add not only to the depth of security coverage being provided but also to the quality of service provided. In an industry which is manpower intensive, the human factor remains the most important in efficiency as well as effectiveness. As such, Force 1 Protection's **Roving Supervisors** are used, at <u>no</u> additional cost to our Clients, to conduct random site inspections throughout the work week.

#### **Roving Supervisors** are further tasked with:

- Ensuring that the right values have been imbibed in conduct of duty
- Coordination of Resources
- Motivation, Morale, and Team Building
- Communication
- On the Job Training
- Investigation of Incidents and Report Writing
- Performance Assessments

Based upon the proposed coverage needs as found within the RFP, Force 1 Protection highly recommends the use of a **Contract Manager** to provide direct oversight and to serve as the liaison between the transit authority and Force 1. The **Contract Manager** shall be tasked with:

- Ensuring that sites are staffed with properly trained qualified security personnel
- Resolving site level issues
- Meeting with the transit authority security director on at minimum a bi-weekly basis
- Conducting random daily inspections of all sites
- Review of site level paperwork
- Review and submission of site schedules to the Force 1 office

To oversee the Transit Security Services contract, Force 1 Protection plans to utilize Gavin White, a decorated US Marine with 4 years of military law enforcement experience.

#### Please refer to Attachment - Gavin M White resume

Force 1 Protection's **Field Operations Coordinator** shall assist the **Roving Supervisors** and **Contract Manager** with supervision and oversight of the contract by:

- Conducting random site inspections to test security officer site knowledge and familiarity with site and security protocols
- Meet with the transit authority security director on a monthly basis
- Aid the Contract Manager with ensuring that security personnel maintain all required training

To add an additional layer of oversight to the transit authority security service contract, Force 1 Protection's **Director of Operations** will:

- Conduct random site inspections to ensure that security personnel are maintaining the standards of performance expected by both the transit authority and Force 1 Protection
- Ensure that **Roving Supervisors** and the **Contract Manager** are performing to standards
- Meet with the transit authority security director on a monthly basis



#### **Current and Past Performance**

Based on our current and past performance, we believe that Force 1 Protection is readily capable of providing the transit security services as outlined in RFP 2020-032. Our security team members have current and relevant training in all required aspects of contract security. We respectfully submit the following as examples of our capabilities in meeting your security needs.

Children's Hospital New Orleans

200 Henry Clay Ave | New Orleans LA 70118

POC: Chief Derek Davis, Director of Public Safety | 504.896.9499 | derrick.davis@lcmchealth.org

#### Scope:

Force 1 Protection provides a combination of armed mobile and static security officers at and around the Children's Hospital facility in New Orleans Louisiana. Security officers are tasked with:

- Mobile patrol of the emergency room parking area
- Mobile patrol of the immediate area surrounding the hospital in order to monitor staff vehicles and ensure the safety of staff members walking to the hospital
- Assisting LCMC staff with at risk patients admitted into the hospital for monitoring
- Monitor for and deter criminal and/or illicit activity within the facility and immediate surroundings.
- Ensuring the safety and well-being of staff, patients, and visitors

#### Magnitude:

Force 1 Protection provides up to five-armed security officers working 24 hours per day, 7 days per week in a hospital facility that experiences hundreds of visitors within a day. Force 1 Protection has been called upon to provide additional security with sometimes as little as 12 hours of notice. Force 1 Protection operates under the Emergency / Disaster Plan as implemented by Children's Hospital of New Orleans.

# **Complexity:**

Force 1 Protection officers are required to submit electronic activity and incident reports, per shift and as needed, respectively. Prior to placement at the hospital, security officers are required to attend specialized training for the hospital environment on how to handle at risk children and complete an extensive medical screening process. Additionally, based upon post assignment, security personnel are required to monitor and operate a CCTV system.



#### **Allied Universal**

Eight Tower Bridge | 161 Washington St Suite 6 | Conshohocken PA 19428 POC: Cindy Blevins, Account Specialist | 443.752.5698 | cindy.blevins@aus.com

#### Scope:

Depending upon the needs, Force 1 Protection provides armed or unarmed security officers. Based upon the nature of the assignment, the security officers may be assigned to mobile details or static details.

Security personnel have worked assignments in Louisiana and Mississippi. Security officers are tasked with:

- Conduct patrols, either on foot or mobile, of the assigned service location
- Monitor for and deter criminal and/or illicit activity at the assigned service location
- Ensure the safety and well-being of staff and visitors

#### Magnitude:

Force 1 Protection has provided last minute requests for emergency coverage for up to 8 locations operating concurrently. Additionally, Force 1 is often called upon to provide services with as little as 8 hours of notice. Security personnel operate under Force 1 Protection's Emergency / Disaster Response Plan.

#### **Complexity:**

Force 1 Protection officers are required to submit electronic activity and incident reports, per shift and as needed, respectively.

G2G Event Staffing 1978 NW 92<sup>ND</sup> CT | Clive IA 50325

POC: Howard Johnston, Owner | 800.768.6252 | howard@kodiakgroup.org

#### Scope:

Depending upon the requested needs, Force 1 Protection has provided armed or unarmed security officers assigned to either mobile or static details in Louisiana and Mississippi. Security officers are tasked with:

- Enforcing State COVID-19 mandates
- Asset protection
- Monitor for and deter criminal and/or illicit activity at the assigned location
- Ensuring the safety and well-being of staff and visitors



#### Magnitude:

During the height of the COVID-19 pandemic, Force 1 Protection provided unarmed security personnel to ten locations operating concurrently. Personnel were tasked with aiding facility management with the enforcement of specific health mandates. During this event, Force 1 was called upon to provide security coverage at an additional six locations to aid in post Hurricane Laura security needs. Security personnel operate under Force 1 Protection's Emergency / Disaster Response Plan.

#### Complexity:

Force 1 Protection officers are required to submit electronic activity and incident reports, per shift and as needed, respectively.

# **Quality Control**

Force 1 guarantees that our services will meet not only our high-quality standards but also meet all contractual requirements. Our Quality Control Plan ensures this guarantee. Key aspects of our QCP are:

- <u>Formal Written Policies</u>: Our security team is provided with a structured approach to their job and a clear understanding of our expectations as members of the Force 1 Protection security team. This is accomplished with our Standard Operating Procedure and Site Procedures.
  - Force 1 Protection shall work in conjunction with the transit authority security director to develop security procedures specifically tailored to meet the needs of the transit facilities.
  - Force 1 Protection shall draft and present protocols for:
    - Active shooter
    - o Bomb Threats
    - Suspicious Packages
- Site Inspections: Roving Supervisors conduct random site inspections. Site inspections allow our Roving Supervisors to address performance issues, review site level paperwork, verify that the SO has the required credentials on his/her person, test the SO on his/her site knowledge, and ensure compliance with Company and site regulations. Site inspections shall be documented in our electronic reporting system and available for review by the Transit Authority's Security Director.
  - The Contract Manager, Field Operations Coordinator, and Director of Operations shall supplement the Roving Supervisors' inspections by conducting random site inspections similar in scope.
- <u>Communication</u>: A member of Force 1's management team meets with Clients on a regular basis to address issues and discuss ways to improve our services. Force 1 maintains 24/7 Dispatch Center with a structured workflow designed to ensure immediate resolution of issues.
  - The Contract Manager shall meet with the transit authority security director bi-weekly at minimum
  - The Field Operations Coordinator and Director of Operations shall meet with the security director monthly



• Resolving Non-Compliance Issues: Force 1 Protection maintains a robust conduct policy outlining all expectations of the Company with regard to its employees. Our disciplinary procedures are geared toward resolving issues of non-compliance quickly and decisively. When warranted, or by the request of a Client, our disciplinary policy does include the removal of security personnel from Client locations.

#### Value Added Services

We believe our focus on industry specific technology offers not only accountability, but also provides added value to our already exceptional services. Our applied technology covers tracking of patrol units, a scheduling system providing geo-fenced clock ins/outs, and a reporting system offering real time viewing of activity during the course of a work shift.

**SafeNet:** Force 1 Protection currently utilizes SafeNet to track movement of our mobile patrol units and supervisors. Patrol units are equipped with a tamper proof tracking device that tracks our patrol units 24/7.



- Real-time tracking of patrol unit movements
- Location updates every 60 seconds
- Accurate to +/- 100 feet
- Historic playback of patrol unit movement and location
- Landmarks documented targeted patrols
- Geofenced area immediate alerts when unit leaves an assigned area
- Speed / Idle alerts
- Start / Stop tracking
- Unique Client access with no user limit restrictions



**Trackforce – Valiant:** Force 1 Protection currently utilizes Trackforce-Valiant, an industry specific software package. The Valiant component is designed to handle scheduling, timekeeping, payroll, billing, human resources, and compliance. The Trackforce component is designed to handle the reporting needs of a contract security company.



- Geo fenced time punches
- Actual worked hours billing
- Monitor shift change in real time
- Detailed or Summary Invoicing



- Geo Stamped entries
- Time / Date stamped
- *Electronic* delivery to Clients
- QR scan patrol verifications
- Functional with any Smart device
- Customizable report options
- Unique Client Access

#### Reporting

Proper reporting is paramount to any successful security operation. Our security officers are trained to properly document not only their shift activity but any incident involving emergency services, theft or damage to a Client's property, or any issue that warrants our Clients' attention. Force 1 has taken our reporting system to an even higher level. Not only do we provide the basis for proper data analysis, but our reporting system adds an additional layer of accountability. A general overview of our reporting:

- Activity Reports are completed at all service locations to provide our Clients with an accurate account of what the security officer observed and encountered during the worked shift. Entries are made in the activity report hourly and/or as needed. Activity Reports are immediately accessible either via the Client's Access Portal or are delivered via Email on a daily or weekly basis.
- <u>Incident Reports</u> are completed in any case of observed criminal / illicit activity, found damage to a Client's or Force 1's property, instances where emergency services are summoned to a service location, or any case where observations or events warrant the Client's immediate attention. Incident Reports are immediately accessible via the Client's Access Portal or are delivered via Email within 24 hours of the incident. A member of Force 1's management team does make a follow up call to the Client following any serious incident.



- <u>Visitor Logs</u> are available within Trackforce. As with all of our reports, the visitor logs are customizable to meet the specific needs of the transit authority. Visitor logs can be designed to:
  - Track both entry and departure
  - Track visitor passes
  - Provide a real time account, via the logbook function, of how many visitors are present on site
  - Unique logs can be developed based upon the type of visitor

To provide an added layer of **Accountability**, all of Force 1's reporting systems have GPS stamped entries. This ensures that our Clients know exactly where the security officer was at when a report or entry was generated. **QR codes** are utilized in conjunction with the activity report to both verify the completion of patrols and to verify that critical locations at sites are being properly checked.

The old saying "A Picture is Worth a Thousand Words" holds true to security reporting. With that in mind, both our activity and incident reports have photo embedding capabilities. Security officers are required to provide **photo documentation** to supplement their reports when warranted.

<u>All</u> of Force 1 Protection's reporting options are <u>customizable</u> to ensure that our reports meet the specific reporting needs of the transit authority and all are readily accessible via unique Client access.

# **Employee Screening and Drug Free Workplace Policy**

# **Employee Screening**

All potential candidates are carefully screened and vetted to ensure that only the most qualified candidates are selected to become members of the Force 1 Protection security team.

#### Force 1 Protection conducts:

- Reference checks personal and professional
- Work history verification
- Experience verification Law enforcement are required to provide either a POST certificate or copy of their current commission card. Those claiming military experience are required to provide a copy of their DD-214 indicating an honorable discharge.
- Driver history reports are conducted on those candidates slated to serve as mobile security officers.
- Criminal background and sex offender registry checks
- Verification of Educational Background minimum High School Diploma or GED
- Aptitude Testing

#### **Drug Free Workplace Policy**

Force 1 Protection enforces a substantial zero-tolerance "drug free workplace" policy. In addition to random annual drug screens, employees are required to submit to a drug screen in cases such as a workplace accident or involvement in a motor vehicle accident.



# **Personnel and Training**

#### **Staffing**

Based upon the information as provided in RFP 2020-032, an estimated 45,860.00 hours of contract security service shall be provided annually. Based upon the amount of service hours, Force 1 Protection has determined that 25 SOs, a combination of FTE and PTE, are required to properly maintain the service contract.

Force 1 Protection plans to offer "First Right of Refusal" to all incumbent security personnel upon the approval of the transit authority and meeting the hiring standard of Force 1 Protection. Force 1 Protection estimates a 90% retention rate. We believe this to be an attainable amount based upon our Company's reputation and the combination of pay rates and benefit packages offered to full time employees. The remaining 10% shall be recruited based upon the following Company standards:

- Prior Law Enforcement or Current Law Enforcement
- Former or Active US Military
- 3 or more years of consecutive Security Experience

Professional backgrounds are verified by the submission of proper documentation:

- Law Enforcement POST certification or Commission Card
- Military DD214 or current Military ID
- Security Experience verifiable and verified work history

Security Officers with a part time status are retained to ensure continuity of service regardless of call offs, vacations, and training sessions.

Prior to any change in key personnel, Force 1 Protection shall advise the Transit Authority Security Director.

#### **Employee Benefits**

Based upon the employee's status, FTE, PTE, or all inclusive, Force 1 Protection offers its employees the following benefits:

- Direct Deposit all employees
- Health Insurance Force 1 Protection contributes 50% of the monthly premium. Available to all FTEs after 6 months of employment with FT status
- Paid life insurance for all FTEs after 6 months of employment with FT status
- AD&D coverage inclusive with life insurance package for all qualified FTEs
- Holiday pay for worked holidays (1.5 times the employee's pay rate) all employees
- Shift differential pay for overnight shifts all employees
- Merit raises available to all employees after their first 6 month of employment



## **Training**

All members of Force 1 Protection's Security Team are required to meet and maintain all State and local training mandates as set forth by regulatory boards governing contract security services. Members of the Security Team holding an armed security license are further required to maintain training and/or certification in both expandable batons and chemical agents and handcuffing techniques.

In addition to regulatory board training requirements, Force 1 also requires each member of the Security Team to successfully complete Company mandated training. Examples are:

<u>Orientation</u>: Newly hired Force 1 employees are provided with an overview of Force 1's Standard Operating Procedure, instruction on the reporting system, and a thorough discussion of the Post Orders (site policies) to which the employee will be assigned.

<u>Site Training</u>: Before any employee works at a Client service location, the employee is required complete site-specific training of at least one work shift under the guidance of a roving supervisor or a site lead officer.

<u>Contract Specific</u>: Based upon RFP requirements, members of Force 1's security team shall also receive the following additional training:

- First Aid / CPR / AED / Bloodborne Pathogens
- Verbal De-escalation Techniques
- Active Shooter
- Patrol Tactics Field Training Operations & Security Awareness
- Use of Metal Detecting Equipment
- Bomb Threats and IED Detection and Awareness
- Responding to Suspicious Packages
- NIMS ICS 100, 700, and 800

<u>Annual Training</u>: To ensure compliance and reinforce Company policy, security personnel must complete the following training annually:

- Firearms
- Baton
- Chemical agent
- Review of Force 1's Use of Force Policy, Non-Harassment Policy, Employee Conduct Policy, and Drug Free Workplace Policy.
- Review / refresher on all contract required training

# **Company Approved Uniform**

All Force 1 Protection officers are attired in professional uniforms that clearly identify them as security officers and present them as a person of authority to anyone they interact with. Our readily identifiable uniforms assist security team members with the visual deterring of criminal or illicit activity.





#### Uniform Option 1 – Class "A" Dress Uniform

- White dress uniform shirt with OD green pocket flaps and epaulets
- OD green Force 1 Protection patches on left and right sleeves
- OD US Flag over right breast
- Name plate beneath US Flag "First Initial Last Name"
- Force 1 Protection badge over left breast
- OD green dress trousers
- Black combat style boots or parade shoes

Armed SO duty gear comprised of black leather or nylon duty belt, handcuff case, double magazine holder, baton carrier, chemical agent carrier, belt keepers, and level 2 style duty holster of same material as belt



# <u>Uniform Option 2 – Tactical Uniform 1</u>

- Dessert "Tac-lite" tan uniform shirt
- OD green Force 1 Protection patches on left and right sleeves
- OD green US Flag over right breast
- Name plate beneath US Flag "First Initial Last Name"
- Force 1 Protection badge over left breast
- OD green TDU style pants
- Black combat style boots
- Duty Gear requirements (black leather or nylon) shall be like the Class "A" Dress Uniform requirements



# <u>Uniform Option 3 – Tactical Uniform 2</u>

- Black Polo style shirt
- OD green Force 1 Protection patch over left breast
- OD green TDU style pants
- Black combat style boots

Armed SO Duty Gear, while limited to black nylon, shall otherwise be like the Class "A" Dress Uniform requirements



Cool and Foul Weather gear is provided to all security personnel and are properly patched to ensure that the security personnel are readily identifiable as contract security officers. Foul weather gear typically includes:

- Hooded windbreaker with Company patches and reflective "Security" panel on back
- Winter coat with Company patches and reflective stripping
- Watch cap with Company hat patch affixed

#### **Patrol Units**

Force 1 Protection can readily provide Clients with a patrol unit option. While able to provide a range of patrol units from cars to trucks, the mid-size SUV has proven to be the most popular with our Clients.



- State and municipal compliant emergency lighting
- "Security Patrol" markings on front fenders and rear hatch door
- "Force 1 Protection" logo on front driver and passenger doors
- Security telephone number on rear panels and rear hatch door

# All patrol units are equipped with the following:

- GPS tracking device
- First Aid kit
- Roadside assistance equipment battery jump pack, road flares, etc.
- Company owned Smart phone and tablet

# **Business Continuity Plan and Emergency Staffing**

With a base of operations in the Gulf South, the ability to maintain service to Clients is paramount to any successful security operation. Force 1 Protection maintains an annually reviewed Business Continuity Plan tailored to ensure this ability.

Force 1 Protection maintains a roster of both active and former law enforcement that can be mobilized within a span of 48 hours in the event of a manmade or natural disaster. The use of active or former law enforcement as the basis of the emergency roster provides our Clients with training and skill sets that far exceed State standards and requirements.



# **Transition Plan – Implementation Timeline**

Force 1 Protection has effective transitioned into numerous contracts with the attained goal of ensuring no disruption in the Client's operations. We shall do the same with this contract through careful planning and strategy. Force 1 Protection proposes a 30-day Implementation Timeline with the knowledge that the New Orleans Regional Transit Authority is unique with respect to its needs.

# Day 1 - Award of Contract

- Force 1 shall request a post award meeting with the transit authority security director within five (5) days
- Force 1 shall request a list of preferred incumbent security personnel
- Force 1 shall initiate the recruitment process for the hiring of the estimated 10% needed to fully staff the service locations

# Day 5 - Post Award Meeting

- Force 1 shall obtain needed information for the drafting of security protocols
- Force 1 shall present for approval select procedures for: (1) active shooter, (2) bomb and IED threats, and (3) suspicious packages
- Force 1 shall begin the onboarding and screening of preferred incumbent security personnel
- Force 1 shall be conducting ongoing interviews for both the Contract Manager position and the 10% staffing needs
- •Discuss specific reporting needs for the service locations

# Day 7 to 10 - Personnel and Procedures

- Force 1 shall finalize all internal paperwork for security personnel
- Force 1 shall finalze all required LSBPSE processes for the newly hired security personnel
- Force 1 shall present its initial security protocols for approval
- Force 1 shall present any requested revisions, if applicable, to its select procedures
- Force 1 shall schedule any required LSBPSE mandated refresher training for security personnel

#### Day 11 to 13 - Finalize Trackforce Valiant to meet RTA needs

- •Force 1 shall finalize all aspects of the reporting systems
- Force 1 shall finalize the scheduling, payroll, and invoicing systems
- Force 1 shall provide designated transit authority personnel with training on the Client Portal Access

# Day 14 to 16 - Uniforms and Equipment

- Force 1 shall finalize the issuance of uniforms and equipment to security personnel
- •Security personnel shall be inspected to ensure that all uniforms and equipment meet Company standards

# Day 17 to 20 - Training

- Security personnel shall receive site training
- •Security personnel shall be trained in the use of Trackforce and Valiant

# Day 21 to 29 - Resolution of Any Issues

•The final eight (8) days of the implementation timeline are reserved for the resolution of any unforeseen issues that may have arisen during the course of implementation

# **Day 30 - Contract Service Begins**



# **Terms and Pricing**

# **Terms**

Force 1 Protection seeks a contract term with all applicable provisions as outlined in RFP 2020-032 Transit Security Services

#### **Scope of Service**

SITE	POST	HOURS	DAYS	TOTAL HOURS PER WEEK
CARROLLTON ST FACILITY	-	24.00	7.00	168.00
RANDOLPH FACILITY	Front Desk	24.00	7.00	168.00
PACILITI	Money Room	8.00	5.00	40.00
	Rear Gate	24.00	7.00	168.00
EAST NEW ORLEANS FACILITY	-	24.00	7.00	168.00
DUNCAN PLAZA	-	24.00	7.00	168.00
			Weekly Total	880.00
			<b>Annual Total</b>	45760.00
			Unscheduled Events	100.00
			<b>Annual Total</b>	45860.00

**Addresses:** Carrolton Street Facility: 8201 Willow St New Orleans LA

Randolph Facility: 2817 Canal St New Orleans LA

East New Orleans Facility: 3900 Desire Parkway New Orleans LA Duncan Plaza: 343-349 Duncan Plaza New Orleans LA

# **Duties to include, but not be limited to:**

- Coverage of all designated security posts remaining vigilant at all times
- Conducting foot and vehicle security patrols
- Identification, investigation, and documentation of safety and security events
- Monitoring security systems, including surveillance systems
- Reporting all safety and security incidents
- Assisting, reporting, and cooperating with NOPD regarding any crime involving a victim, a weapon, or felony possession of a controlled substance
- Providing arrest information to NOPD for "Report Crimes" so the proper follow up is completed
- Performing any additional duties as assigned by RTA's project manager



#### **Pricing**

Classification and Information	Weekly Hours	Pay Range	Standard Bill Rate	Premium Bill Rate	Weekly Cost Line Total
Armed SO Carrolton Facility	168.00				\$3,610.32
Armed SO Randolph Facility Front Desk	168.00				\$3,610.32
Armed SO Randolph Facility Money Room	40.00	\$13.50 to \$15.00	\$21.49	\$32.24	\$859.60
Armed SO Randolph Facility Rear Gate	168.00				\$3610.32
Armed SO ENO Facility	168.00				\$3610.32
Armed SO Duncan Plaza	168.00				\$3,610.32
Weekly Totals	880.00				\$18,911.20
Annual Total +100 hours as noted	45,860.00			se hours (45,620.00) liday hours (240.00)	\$980,373.80
				Total Annual Cost	\$988,111.40

# **Inclusive with Cost**:

One (1) SUV style patrol vehicle equipped as outlined Contract Manager to be responsible for direct contract oversight and serve as liaison between RTA and Force 1 Electronic Reporting System as described in the technical proposal

The Premium Rate shall apply to Holidays and Overtime, as described in the contract for security services. **Overtime shall not apply to regularly scheduled shifts.** The Premium Rate shall be billed at 1.5 times the Standard Bill Rate.

# Force 1 Protection currently recognizes the following holidays:

New Year Day	Mardi Gras Day	Presidents Day	Memorial Day
Independence Day	Labor Day	Easter Sunday	Christmas Eve
Memorial Day	Thanksgiving Day	Christmas Day	

Disaster response rates shall not be inclusive with the quoted rates and shall be negotiated at the time of contract - traditionally 1.5 times the standard bill rate or at current market rates, whichever is greater.



## **Transition Plan – Implementation Timeline**

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## **Day 30 - Contract Service Begins**

## **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 February 28, 2022					
Signature KM PM					
Company Name Orleans Security, LLC DBA Force 1 Protection					
Title President					
RTA Project No. 2022-003					

## PUBLIC NOTICE REGIONAL TRANSIT AUTHORITY

# TRANSIT SECURITY SERVICES REQUEST FOR PROPOSALS (RFP) #2022-003

**Project Description**: The Regional Transit Authority (RTA) is seeking firms to provide transit security services at various New Orleans Regional Transit Authority locations throughout the City of New Orleans per specifications in RFP 2022-003.

**How to Obtain a copy of the RFP:** Scope of Work and further information concerning the RFP may be obtained beginning January 19, 2022 from the RTA's Procureware website at <a href="https://norta.procureware.com/home">https://norta.procureware.com/home</a>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <a href="http://www.norta.com">http://www.norta.com</a>

**Responding to RFP:** Proposals shall be submitted through RTA's Procureware website on or before 11:00 A.M., Monday, February 21,2022. Any questions or further information concerning this RFP may be submitted through <a href="https://norta.procureware.com/home">https://norta.procureware.com/home</a> beginning on January 19, 2022. Only written questions submitted through <a href="https://norta.procureware.com/home">https://norta.procureware.com/home</a> shall be considered official. All answers to questions shall be by formal addenda posted to the website under RFP #2022-003.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 31%. The RTA has established a Disadvantaged Business Enterprise (DBE) goal of 23% for this project.

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

As such, award of the contract will be conditioned on meeting the requirements of the federal, state and local laws for Equal Opportunity including compliance with the policies of DBE Program.

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

Alex Wiggins Chief Executive Officer Regional Transit Authority

## REQUEST FOR PROPOSALS FROM REGIONAL TRANSIT AUTHORITY

SUBJECT: TRANSIT SECURITY SERVICES

DATE: Wednesday, January 19, 2022

REQUEST FOR PROPOSALS NO. 2022-003

PROPOSAL RECEIPT DEADLINE: Monday, February 21, 2022, 11:00 A.M.

The Regional Transit Authority Invites Request for Proposals for the services set forth above in accordance with the specifications enclosed herewith.

Proposals <u>MUST</u> be received at the RTA's Offices by the date and time set as the Submittal Receipt Deadline.

Enclosures ("X" indicates item enclosed)

- X Notice to Submitters
- **X** Instructions to Submitters
- **X** General Provisions
- **X** Federal Requirements
- **X** Scope of Services
- **X** Evaluation Criteria

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**ATTACHMENTS** Scope of Work Supplier Checklist

## INSTRUCTIONS TO PROPOSERS

#### 1.1 PROPOSALS

Please provide a one-page cover letter, serving as an Executive Summary of your proposal, which includes a brief description of your firm and its activities in providing transit security services. The letter should be signed by the firm's authorized representative for this RFP. This letter counts toward the overall page limit noted above.

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

## 1.2 PROPOSAL SUBMISSIONS

Proposals can be sent electronically through RTA's ProcureWare system and uploaded through our electronic system at <a href="https://norta.procureware.com/home">https://norta.procureware.com/home</a> until 11:00 A.M., on the date established as the submittal receipt deadline. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Proposals, and shall include the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Request for Proposals marked on the outside.

## 1.3 PROPOSER REVIEW PROCEDURE

For the purposes of this paragraph, all submissions must be received by the RTA no later than 11:00 a.m. (Central time) on the date specified as the deadline for the submission.

## A. Request for Modification or Clarification

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

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

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

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

## b. Protest Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 1.4 CONTRACT DOCUMENTATION

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

## 1.5 COST OF PROPOSAL

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

#### 1.6 PROPOSAL POSTPONEMENT AND ADDENDA

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

## 1.7 CANCELLATION OF REQUEST FOR PROPOSALS

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

## 1.8 PROPOSAL REJECTION

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

## 1.9 SINGLE PROPOSAL RESPONSE

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

## 1.10 PROPOSAL WITHDRAWAL

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

#### 1.11 ACCEPTANCE OF PROPOSALS

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

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

#### 1.12 EVALUATION OF PROPOSALS

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

#### 1.13 AWARD PROCEDURE

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

## 1.14 OFFERS

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

## 1.15 ADDENDA

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

Addendum No		02/18/2022	
Addendum No	, dated _		
Addendum No.	, dated		

# Orleans Security, LLC DBA Force 1 Protection Company Name

Kevin Fucich
Company Representative
1 1
RFP 2022-003

## II. GENERAL PROVISIONS

#### 2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

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

## 2.2 CHANGE ORDER/AMENDMENT PROCEDURE

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

## 2.3 OMISSIONS

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

## 2.4 PRIORITY

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

## 2.5 COMMUNICATIONS

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

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

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

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

## 2.7 CONFLICT OF INTEREST

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

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

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

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

## 2.8 EQUAL EMPLOYMENT OPPORTUNITY

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

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

## 2.9 PRIVACY REQUIREMENTS

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

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understand that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 2.10 INDEMNIFICATION

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

#### 2.11 PERFORMANCE

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

#### 2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

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

#### 2.13 INSURANCES

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

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

## 2.14 SUBCONTRACTORS

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

#### 2.15 ASSUMPTION OF RISK OF LOSS

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

#### 2.16 ACCEPTANCE

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

## 2.17 QUALITY INSPECTION

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

## 2.18 CORRECTION BY CONTRACTOR

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

#### 2.19 UNAVOIDABLE DELAYS

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

## 2.20 NOTIFICATION OF DELAY

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

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

## 2.21 REQUESTS FOR EXTENSION

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

## 2.22 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

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

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

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

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

## (a) Federal Laws and Regulations

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

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

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

## 2.24 CONTRACT PERIOD

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

## 2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

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

## 2.26 FEDERAL CHANGES

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

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

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

## 2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

## 2.29 GEOGRAPHIC RESTRICTIONS

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

## 2.30 PROMPT PAYMENT

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

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

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

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

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

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

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

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

## 2.31 CONFIDENTIALITY

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

## 2.32 DISPUTES

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

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

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

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

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

## 2.33 OWNERSHIP OF DOCUMENTS

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

## 2.34 STATE AND LOCAL LAW DISCLAIMER

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

#### 2.35 PARTICIPANT INFORMATION FORM

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

## 2.36 NON-COLLUSION AFFIDAVIT

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

## 2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

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

## 2.38 DISADVANTAGE BUSINESS ENTERPRISE (DBE)

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

opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation. The RTA has established a DBE Participation Goal of 16.67% for this solicitation.

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

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

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

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

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

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

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

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished.

Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive.

The DBE forms shall be submitted by the 2 apparent low bidders no later than 3 business days after the bid deadline.

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

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

## III. FEDERAL PROVISIONS AND REQUIREMENTS

## 3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

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

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination of expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

## 3.2 BUY AMERICA

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

## 3.3 PRE-AWARD AND POST-DELIVERY AUDITS

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

## 3.4 CARGO PREFERENCE

The Contractor Agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels:
- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the RTA (through the prime contractor in the case of subcontractor's bills-of-lading).
- c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

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

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (5) 14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.

  If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient 's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient
  - (a) Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;
  - (b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and
  - (c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of \$100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

## 3.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

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

- (2) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:
  - (a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity
  - requirements of U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S. C. § 12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## 3.7 DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

## The NORTA Small and Disadvantaged Business Enterprise Contract Compliance System is powered by <u>B2Gnow</u> Software

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

- Self-managed vendor accounts with unlimited users
- Communication with contractors via email, regarding compliance issues
- Online submission of contractor and supplier monthly Program Activity Reports, with automated tracking of DBE and SBE goals
- DBE and SBE firm online verification of payments
- Flexible reporting capabilities
  - \*All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database. https://norta.dbesystem.com

## 3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and (3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the

requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto.

## 3.9 ENERGY CONSERVATION

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

## 3.10 FLY AMERICA

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

## 3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

#### **Instructions for Certification**

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.

- 3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that it certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "persons", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier coveted transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

## 3.12 RESTRICTIONS ON LOBBYING

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

## 3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

## 3.14 PATENT AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or designtype documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free,

non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as

described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## 3.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTSUPPER AND LOWER TIER TRANSACTIONS

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S. C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 3.16 RECYCLED PRODUCTS

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

## 3.17 SAFE OPERATION OF MOTOR VEHICLE

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does FTA Master Agreement MA(17), 10-1-2010 67 not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, emailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privatelyowned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient's size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

## 3.18 SUBSTANCE ABUSE REQUIREMENTS

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

## 3.19 TERMINATION

- a. Termination for Convenience (General Provision) The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA's and/or the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RTA, the Contractor will account for the same, and dispose of it in the manner the RTA directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the RTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c. Opportunity to Cure (General Provision) The RTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to RTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, (RTA) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (RTA) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages -NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. (4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## IV. EVALUATION CRITERIA

## 4.1 ADMINISTRATIVE EVALUATION

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

## 4.2 EVALUATION CRITERIA

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

The following criteria and scoring will be considered in evaluating the responses received.

- 1. (20) Overall Qualifications Capability of team, professional competence and character of the team including relevance and substance of providing transit security services for various RTA locations.
- 2. (20) Technical Qualifications Description of your team's approach and capability to provide transit security services for various RTA locations.
- 3. (20) Accomplishments Prior experience and results on similar projects.
- 4. (10) Firm's proposed start date and tentative schedule.
- 5. (30) Price.

## 4.3 CONTRACT AWARD

- (1) The RTA intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.
  - (2) The RTA may reject any or all proposals if such action is in the RTA's interest.
- (3) The RTA may waive informalities and minor irregularities in proposals received.
- (4) The RTA intends to evaluate proposals and award contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The RTA reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in

the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The RTA reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The RTA reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the RTA's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the RTA.
- (8) The RTA may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the RTA.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the RTA shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

#### PROPOSAL PRICING RESTRICTIONS

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

## 4.4 OVERHEAD RATES

Contractor will be required to submit an audited overhead rate.

## 4.5 PLACE OF PERFORMANCE

solicitation, intends, do	es not intend [check applicable block] to use one
or more plants or facilities located at	a different address from the address of the offeror or
respondent as indicated in this propo	sal or response to request for information.
(b) If the offeror or respondent check	as "intends" in paragraph (a) of this provision, it shall
insert in the following spaces the req	uired information:
Place of Performance (Street	Name and Address of Owner and Operator of the
Address, City, State, County, ZIP	Plant or Facility if Other than Offeror or
Code)	Respondent

(a) The offeror or respondent, in the performance of any contract resulting from this

ATTACHMENT I

**SCOPE OF WORK** 

## **ATTACHMENT II**

## SUPPLIER SUBMISSION CHECKLIST

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

Implementation Timeline\*

Letter of Interest\*

Consultant Questionnaire Form\*

Non-Collusion Affidavit\*

Certificate on Primary Debarment \*

Certificate Regarding Debarment-Lower Tier \*

Certification of Restrictions on Lobbying \*

Participant Information Form\*

DBE Form 4 – DBE Participation Plan (For RFPs and RFQs)\*

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

## **INSTRUCTIONS FOR OBTAINING FORMS**

Go to RTA's official web site at www.norta.com

Scroll down to the bottom of the page and click the link that says "How to Bid on Business with the RTA" then scroll down to Required Forms.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2021

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 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 floider in fled of such el	idoraement(a).					
PRODUCER		CONTACT   Betty Baldivia				
El Dorado Insurance Agency,	Inc.	PHONE (A/C, No, Ext): FAX (A/C, No): (713)521-9251 FAX (A/C, No): (713)521-0125				
El Dorado Sec Srvs Ins Agy		E-MAIL ADDRESS: bbaldivia@eldoradoinsurance.com				
3673 Westcenter Drive		INSURER(S) AFFORDING COVERAGE	NAIC #			
Houston TX	77042	INSURER A: Certain Underwriters at Lloy	/d's	32727		
INSURED		INSURER B: Berkshire Hathaway Guard Ins	surance Co.	42390		
Orleans Security, LLC, DBA:	Orleans Investigations, LLC,	INSURER C:				
P.O. Box 56817		INSURER D:				
		INSURER E :				
New Orleans LA	70156	INSURER F:				
COVERAGES	CERTIFICATE NUMBER Certificat	e 07/21 REVISION NUM	/IRFR·			

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			ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
LIK	х	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICT NUMBER	(WIW/DD/TTTT)	(WIW/DD/TTTT)	EACH OCCURRENCE	\$ 1,000,00
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,00
	х	Professional Liability			MPL4531411.21	7/22/2021	7/22/2022	MED EXP (Any one person)	\$ 5,00
								PERSONAL & ADV INJURY	\$ 1,000,00
	GEN	J'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,00
	х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,00
		OTHER:						Professional Liability	\$ 2,000,00
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
A		ANY AUTO						BODILY INJURY (Per person)	\$
^		ALL OWNED SCHEDULED AUTOS			MPL4531411.21	7/22/2021	7/22/2022	BODILY INJURY (Per accident)	\$
	х	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION \$							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,00
В	(Man	CER/MEMBER EXCLUDED? Idatory in NH)	11/ A		ORWC295380	7/20/2021	7/20/2022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,00

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

-CV

CERTIFICATE HOLDER	Agenos
El Dorado In	surance Agency Insurance Agency

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

R.L. Ring, Jr./BETTY

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# LOUISIANA STATE BOARD OF PRIVATE SECURITY EXAMINERS

This is to certify that

# **Orleans Security LLC DBA Force 1 Protection**

Has Been Awarded Company License # 690

**EXPIRES:** 02/01/2023

CHAIRMAN



INTERIM EXECUTIVE SECRETARY

The information provided on this certificate is current as of 12/06/2021. Scan the QR code to retrieve or verify the current license status.