



Regional Transit Authority

Change Order Routing Sheet

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

A. Department Representative to participate in procurement process:

Jacques Robichaux
Name

Director of Bus Maintenance
Title

Ext. _____

B. Contract No.: N/A

Contract Title and PO No: Fleet Unleaded Gasoline fuel card services PO# 912398

C. Contract History:

Original Award Value	\$1,300,000
Previously Executed Change Orders Value	\$ 1,362,465
Adjusted Contract Value (Prior to Requested Change Order)	\$ 2,662,465
Current Change Order Value	\$ 604,515
Revised Contract Value (w/current change order)	\$ 3,266,980

D. Justification of Change Order: In accordance with Sections III and IV of the Agreement By and Between the Regional Transit Authority and Retif Oil & Fuel, LLC executed February 19, 2018, the purpose of the change order is to authorize and provide funding for option year 2/contract year 5 of the agreement.

E. Type of Change Requested: Administrative (Supplemental) Termination

F. Responsibility Determination: Price determined fair and reasonable based on

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

0 % DBE

0 % SLDBE

0 % Small Business

Additional Information

Adri G. Lopez
DBE/EO Compliance Manager

8/18/2022
Date

H. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant?

Yes

No



Alisa Mangini
Director of Grants/ Federal Compliance

7/27/22
Date

I. Funding Source: Federal State Local Other: _____

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

Total Funding Available \$ _____
Previous Cost \$ _____
Revised Projected Cost \$ _____
FTA Grant No.(s) _____
Line Item(s) _____
Operations/Department Code _____
Budget Code(s) _____

1430099.8030.081- ~~\$153,391.81~~ \$187,521
1430099.9221.181- ~~\$14,804.37~~ \$11,969
1450002.8030.03105- ~~\$311,731.74~~ \$380,724
145002.9221.03105- ~~\$29,688.73~~ \$24,301

Other *Sam*
Budget Analyst

7/26/2022
Date

J. *Michael J. Smith*
Safety

7/27/22
Date

K. Authorizations: *Jacques Robert Sr.*
Department Head

7/25/2022
Date

[Signature]
Division Manager

7/25/2022
Date

[Signature]
Director of Procurement

7/27/22
Date

[Signature]
Chief Financial Officer

7/29/22
Date

[Signature]
Chief Executive Officer

8/10/22
Date

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: Retif Oil & Fuel

Date of Estimate: August 10, 2022

Description of Goods/Services: Unleaded fuel card services

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

Method of Obtaining Estimate:
Current contract purchases

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

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

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

total cost of the goods/services is \$ 604,515 _____

The preceding independent cost estimate was prepared by:

Jacques Robichaux

Name

Signature

Total Vehicles	5	16	5	13	10	3	16	68	Jul-21	Total
Jul-21										
To Jun 2022	2013	2015	2015	2019	2019	2021	2022		To Jun 2022	Gasoline Usage
	Chevrolet	FORD	DODGE	DODGE	FORD	Ford	Ford			Including Support
	Glaval	F-450	CARAVAN	CARAVAN	F-350	Transit 350	E-350	PARA-TRANSIT	Avg. Support	Year Total
	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline	Gasoline Usage	Gasoline	
Aug	771	6,444	228	1,856	4,911	0	0	14,210	5,244	19,454
Sep	224	3,706	772	1,300	3,062	0	0	9,064	5,244	14,308
Oct	131	6,208	651	1,603	6,352	0	0	14,945	5,244	20,189
Nov	165	4,836	369	1,294	4,245	0	0	10,909	5,244	16,153
Dec	48	5,355	421	1,753	5,477	0	0	13,054	5,244	18,298
Jan	128	4,646	321	1,455	3,750	72	0	10,372	5,244	15,616
Feb	60	4,470	335	1,394	3,090	165	0	9,514	5,244	14,758
Mar	0	5,171	190	1,497	3,639	618	0	11,115	5,244	16,359
Apr	0	6,729	246	2,841	5,631	418	409	16,274	5,244	21,518
May	0	6,049	114	2,209	3,549	57	5,037	17,015	5,244	22,259
Jun	0	4,704	163	1,551	3,995	61	7,192	17,666	5,244	22,910
	1,527	58,318	3,810	18,753	47,701	1,391	12,638	144,138	57,684	201,822

Gal per month	23,023.00
est use for 7 months	161,161.00
Cost per gal.	3.41
total 7 month est cost	\$ 604,514.91

August 2022 - February 2023

Regional Trans Authority
 INV.: Accounting Dept (504) 827-8407
 TO: 2817 Canal Street
 New Orleans, Louisiana 70119

Page - 7/29/21
 Order No. - 912398-002
 Brn/Pit 1430099

REFUEL OIL & FUEL
 1840 JOURNAL DRIVE
 HARVEY LA 70058

SHIP REGIONAL TRANSIT AUTHORITY
 TO: 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered - 03/13/18 Vendor No. 2484 Unleaded Gasoline
 Delivery - 03/13/18 Taken By
 Freight - Default - Handling Code
 PROMISED DELIVERY DATE - 03/13/21

Description / Supplier Item	UM	Unit Cost	Extension
Gasoline Consumed .081			1,491.34
Gasoline Consumed .03105			5,087.95
Fuel Taxes			405.20
Gasoline Consumed .03105			5,087.95
Fuel Taxes	EA	208,650.00	
Non Ship Inventory Purchas			
Change order 3 to add fuel funds and tax funds	EA	20,607.00	
Non Ship Inventory Purchas			
Change order 3 to add fuel funds and tax funds	EA	417,834.00	
Non Ship Inventory Purchas			
Change order 3 to add fuel funds and tax funds	EA	40,324.00	

Terms Net 10 Tax Rt Sales Tax Total Order
 2,571,745.30

DATE RECEIVED
 RECEIVED BY
 CHECKED BY
 APPROVED BY

ORDER NUMBER AND PERSON TO WHOM ADDRESSED MUST APPEAR ON ALL PACKAGES AND INVOICES
 REGIONAL TRANSIT AUTHORITY
 TAX EXEMPT
 7/14/21

ANY CONFLICT DISPUTE LEGAL PROCEEDING SETTLEMENT OR OTHER MATTER HAVING A LEGALLY BINDING IMPACT ON THE SERVICES HEREIN SHALL BE RESOLVED PURSUANT TO THE LAWS AND JURISPRUDENCE OF THE STATE OF LOUISIANA.

INV. DATE INV. NUMBER INV. AMOUNT TAX FREIGHT INV. TOTAL

CF0
 2430124

Regional Transit Authority
 INV.: Accounting Dept (504) 827-8407
 TO: 2817 Canal Street
 New Orleans, Louisiana 70119

Page
 Date 7/29/21

Order No. : 912398-002
 Brn/Plt : 1430099

RETIF OIL & FUEL
 1840 JUTLAND DRIVE
 HARVEY LA 70058

SHIP REGIONAL TRANSIT AUTHORITY
 TO J. RODRIGUEZ
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered - 03/13/18 Vendor No. 2484 Unleaded Gasoline
 Delivery - 03/13/18 Taken By RFO #103502
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 03/13/21

Description / Supplier Item	UM	Unit Cost	Extension
Supp. Vehicle Gasoline	EA		228,807.83
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		23,789.85
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		951,130.26
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		96,272.06
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		2,167.81
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		3,723.47
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		3,723.47
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		2,556.49
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		2,556.49
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		3,250.71
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		3,250.71
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		399,381.64
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		47,038.28
Non Supp. Vehicle Gasoline	EA		
Supp. Vehicle Gasoline	EA		127,343.98
Non Supp. Vehicle Gasoline	EA		

Regional Transit Authority
 INV.: Accounting Dept (504) 827-8407
 TO: 2817 Canal Street
 New Orleans, Louisiana 70119

Page 2
 Date 7/29/21
 Order No. 912398-002
 Bm/Plt 1430099

RETIFF OIL & FUEL
 1816 JUTLAND DRIVE
 HARVEY LA 70058

SHIP REGIONAL TRANSIT AUTHORITY
 TO J. ROBERT CRAUX
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered - 03/13/18 Vendor No. 2484 Unleaded Gasoline
 Delivery - 03/13/18 Taken By RFO #103502
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 03/13/21

Description / Supplier Item	UM	Unit Cost	Extension
Supporter Vehicle Taxes	EA		
Non Supporter Vehicle Taxes	EA		
Gasol 12300280300.03105			3,180.35-
Gasol 12300280300.03105			3,180.35
Gasol 12300280300.03105			498.58-
Fuel 12300280300.03105			498.58
Gasol 12300280300.03105			558.10-
Fuel 12300280300.03105			558.10
Gasol 12300280300.03105			2,229.14-
Fuel 12300280300.03105			2,229.14
Gasol 12300280300.03105			543.13
Gasol 12300280300.03105			2,763.72-
Gasol 12300280300.03105			2,763.72
Gasol 12300280300.03105			400.97-
Fuel 12300280300.03105			400.97
Gasol 12300280300.03105			630.73-
Fuel 12300280300.03105			630.73

INV.: Regional, Transit Authority
 Accounting Dept 7504 827-8407
 TO 2817 Canal Street
 New Orleans, Louisiana 70119

Page
 Date 7/29/21
 Order No. 912398-002
 Brn/Plt 1430098

RETIF OIL & FUEL
 1840 JUTLAND DRIVE
 HARVEY LA 70058

SHIP REGIONAL TRANSIT AUTHORITY
 TO J. ROBINCHAUX
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered - 03/13/18 Vendor No. 2484 Unleaded Gasoline
 Delivery - 03/13/18 Taken BY - REQ #103502
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 03/13/21

Description / Supplier Item	UM	Unit Cost	Extension
Gasoline Consumed 0.03105			4,562.15-
Gasoline Consumed 0.081			4,562.15
Gasoline Consumed 0.03105			671.83-
Gasoline Consumed 0.081			397.89-
Fuel and Taxes 0.0221.181			397.89
Gasoline Consumed 0.081			222.64-
Fuel and Taxes 0.0221.181			222.64
Fuel and Taxes 0.0221.03105			380.85-
Fuel and Taxes 0.0221.181			380.85
Gasoline Consumed 0.02105			1,911.68-
Fuel and Taxes 0.0221.181			298.27
Gasoline Consumed 0.03105			3,907.70-
Fuel and Taxes 0.0221.03105			333.63-
Gasoline Consumed 0.081			3,907.70
Fuel and Taxes 0.0221.181			333.63
Gasoline Consumed 0.03105			1,491.34-
Fuel and Taxes 0.0221.03105			126.77-

INV.: Accounting Dept (504) 827-8407
New Orleans, Louisiana 70119

Page - 5/14/20
Order No. - 912398-001
Brn/Plt - 1430099

RETIF OIL & FUEL
840 JUTLAND DRIVE
HARVEY LA 70058

SHIP REGIONAL TRANSIT AUTHORITY
TO
J. ROBYCAUX
2817 CANAL STREET
NEW ORLEANS, LA 70119

Ordered - 03/13/18 Vendor No. 2484 Unleaded Gasoline
Delivery - 03/13/18 Payer By REO #103503
Freight - Default - Handling Code PROMISED DELIVERY DATE - 03/13/21

Description / Supplier Item UM Unit Cost Extension
Support Vehicle Taxes EA
Noh Stock Inventory Purchas 1430099.9221.181 EA 14,998.29

Flozell Daniels

Flozell Daniels

Chairman

RTA Board of Commissioners

Terms Net 10 Tax Rt Sales Tax Total Order
DATE RECEIVED
RECEIVED
BY
CHECKED
BY
APPROVED
BY

ORDER NUMBER AND
PERSON TO WHOM ADDRESSED
MUST APPEAR ON ALL
PACKAGES AND INVOICES

REGIONAL TRANSIT AUTHORITY
TAX EXEMPT

BY *Mark Onge*
MANAGER, PURCHASING DEPT.

ANY CONFLICT DISPUTE, LEGAL PROCEEDING, SETTLEMENT OR OTHER MATTER HAVING A
LEGALLY BINDING IMPACT ON THE PARTIES HEREIN SHALL BE RESOLVED PURSUANT TO
THE LAWS AND JURISPRUDENCE OF THE STATE OF LOUISIANA.

INV. DATE INV. NUMBER INV. AMOUNT TAX FREIGHT INV. TOTAL

INV.: Regional Transit Authority
 Accounting Dept (504) 827-8407
 2817 Canal Street
 New Orleans, Louisiana 70119

Page 1
 Date 5/14/20
 Order No. 912398-001
 Brn/Pit 1430099

REFUEL OIL & FUEL
 1950 JUTLAND DRIVE
 HARVEY LA 70058

SHIP REGIONAL TRANSIT AUTHORITY
 TO
 2817 CANAL STREET
 NEW ORLEANS, LA 70119

Ordered 03/13/18 Vendor No. 2484 Unleaded Gasoline
 Delivery 03/13/18 Taken By RPO #101502
 Freight Default - Handling Code PROMISED DELIVERY DATE 03/13/21

Description / Supplier Item	UM	Unit Cost	Extension
Support Vehicle Gasoline	EA		228,807.83
Non Support Vehicle Gasoline	EA		
Support Vehicle Taxes	EA		23,789.85
Non Support Vehicle Taxes	EA		
Para Trans Line Gasoline	EA		951,130.26
Non Para Trans Line Gasoline	EA		
Para Trans Line Gasoline	EA		96,272.06
Non Para Trans Line Gasoline	EA		
Gasoline			2,167.81
Gasoline			3,723.47
Gasoline			3,723.47
Gasoline			2,556.49
Gasoline			2,556.49
Gasoline			3,250.71
Gasoline			3,250.71
Para Trans Line Gasoline	EA		399,381.64
Non Para Trans Line Gasoline	EA		
Para Trans Line Gasoline	EA		47,038.28
Non Para Trans Line Gasoline	EA		
Support Vehicle Gasoline	EA		127,343.98
Non Support Vehicle Gasoline	EA		



CONTRACT FOR UNLEADED GASOLINE DISPENSING SERVICE

Regional

Transit

Authority

BY AND BETWEEN

REGIONAL TRANSIT AUTHORITY

A Political Subdivision of the

State of Louisiana

2817 Canal St.

New Orleans, Louisiana 70119

AND

RETIF OIL & FUEL, LLC

1840 Jutland Drive

New Orleans, LA 70112

2817 Canal Street,

New Orleans,

Louisiana

70119-6301

A. SCOPE OF WORK

As specified herein.

B. CONTRACT PRICE:

As specified herein.

C. PERIOD OF PERFORMANCE:

As specified herein.

Administration

504.827.8300

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EXHIBITS

EXHIBIT "A"	RTA Requests for Proposals (RFP) #2017-025
EXHIBIT "B"	Submittal by Contractor dated, July 31, 2017.
EXHIBIT "C"	"Best and Final" offer dated, July 31, 2017.

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
RETIF OIL & FUEL, LLC

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 19th day of February, 2018 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairwoman of the Board of Commissioners, Sharonda R. Williams and RETIF OIL & FUEL, LLC (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its President, Ryan Retif authorized to do and doing business in the State of Louisiana.

WITNESSETH

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining and administering a transit system in the areas within its jurisdiction; and

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request for Proposals (RFP) No. 2017-025, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2017-025, as amended,) to solicit for Unleaded Gasoline Dispensing Service; and

WHEREAS, Contractor, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal

dated, July 31, 2017 and Contractor also submitted a "Best and Final" offer dated, July 31, 2017, made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor's offer, RTA determined that Contractor was responsible and had submitted the responsive offer.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

I.
SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II.
SCOPE OF SERVICES

Contractor shall provide an Unleaded Gasoline Dispensing Service in accordance with the terms and conditions set forth in Exhibit "A", Exhibit "B", and Exhibit "C" Contractor agrees that all work under this Agreement shall be performed in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

III.
COMPENSATION

The RTA will compensate Contractor for services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall not exceed \$1,300,000.00 unless properly authorized.

IV.
TERM OF AGREEMENT

This Agreement shall be deemed effective on the date first above written and shall continue in effect for a period of three (3) years with an option to renew for an additional two (2) years or until the occurrence of one of the following events, whichever occurs first:

- A. The certification by RTA or its agents that the requirements of this Agreement have been satisfactorily completed by Contractor, or;
- B. The termination of this Agreement as provided in Article V, herein below. The duration of this agreement may be extended by mutual agreement of the parties.

V.
TERMINATION

Termination under this Agreement shall be in accordance with Exhibit "A", Article II, General Provisions, Paragraph 2.6, Termination; Section A – Termination for Convenience and Section B – Termination for Default of the Regional Transit Authority General Provisions.

VI.
INTEREST OF CONTRACTOR

Contractor covenants that it currently has no interest and shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. RTA and Contractor further covenant that in the performance of this Agreement no persons having any such interest shall be employed.

VII.

IDENTIFICATION OF DOCUMENTS

Any document, memorandum or report prepared under this Agreement for publication and not merely for internal use shall contain the following or a similar stipulation deemed acceptable to the RTA:

- A. The preparation of this document has been financed in part through a grant from the United States Department of Transportation under the provisions of the Urban Mass Transportation Act of 1964, as amended.
- B. The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of RTA or the United States Department of Transportation, Federal Transit Administration.

VIII.

OWNERSHIP OF DOCUMENTS

All documents, reports or data generated by or provided to Contractor under this Agreement shall be the sole property of RTA for a period of up to three years after acceptance of the work. Contractor shall not use any such documents, reports or data for any purpose other than to perform services pursuant to this Agreement.

IX.

MEDIA COVERAGE

The Contractor shall be prohibited from participating in or directing any third party media coverage, in any form, of this project without first submitting a written request to RTA's Procurement representative noted in Article XI of this contract and receiving written approval from the same in advance of any such coverage.

**X.
APPLICABLE LAW**

This Agreement shall be entered into the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana.

**XI.
NOTICES**

Any notice required or permitted under the Agreement shall be either hand delivered to the party to whom the notice is directed or sent to same by certified mail, return receipt requested, and addressed as follows:

A. REGIONAL TRANSIT AUTHORITY
 2817 Canal St.
 New Orleans, Louisiana 70119

ATTN: JUSTIN AUGUSTINE
 Vice President-Transdev
 In Service to the RTA

ATTN:

B. Caroline Register
 Director of Procurement-Transdev

**XII.
DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request for Proposals (RFP 2017-025), as amended.

EXHIBIT "B" Submittal by Contractor dated, July 31, 2017,

EXHIBIT "C" "Best and Final" offer dated, July 31, 2017,

**XIII.
ORDER OF PRECEDENCE**

The following order of precedence shall govern in the event of a conflict between documents of this contract.

Articles I through XV hereof.

Exhibit "A", RTA RFP No. 2017-025.

Exhibit "B" Contractor's submittal in response to RTA's RFP No. 2017-025, dated July 31, 2017.

Exhibit "C" Contractor's "Best and Final" offer, dated July 31, 2017.

XIV. INSURANCE

To protect RTA and Transdev against liability in connection with, or resulting from the carrying out of this contract, Contractor shall provide, before the work is commenced hereunder, and shall at all time during the life of the contract carry at the expense of the Contractor, with a reliable insurance company, and approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). Any subcontractor employed by the Contractor shall be governed by the same insurance requirements as stated herein. The Contractor shall deliver to RTA a Certificate of Insurance when required.

During the term of this Agreement the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA Certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- Worker's Compensation Insurance as required by applicable Louisiana Law.
- Vehicle Liability Insurance in the amount of \$1,000,000.00.
- General Liability Insurance in the amount of \$1,000,000.00.

XV. DBE COMPLIANCE

It is the policy of the RTA to ensure access to the economic opportunity the agency offers in a manner that is fair and equitable and that affords participation to all citizens regardless of race, gender, ethnicity, age, religious background, sexual orientation and disability. Accordingly, the RTA's DBE Program is designed to increase small and disadvantaged business participation in RTA contracts and procurements. The

growth and development of small and disadvantaged businesses is important to the New Orleans regional economy.

The RTA works to support that growth and development, in part, by providing business opportunities under its DBE Program Legal Authority.

The RTA is a recipient of federal transit funds from the U.S. Department of Transportation Federal Transit Administration (FTA). As a condition of receiving this federal funding, RTA is legally required to establish and maintain a DBE program in compliance with Title 49 of the U.S. Code of Federal Regulation, Part 26 (49 CFR Part 26).

Non-Discrimination

The Contractor shall not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in the performance of this Agreement.

DBE Participation

Contractor shall count only the value of the work actually performed by its DBE subcontractor toward attainment of the DBE goal. Contractor shall also ensure that any work that its DBE subcontractor has subcontracted to a non-DBE firm does not count toward attainment of the DBE goal. Finally, Contractor shall ensure that any fees or expenses paid to its DBE subcontractor are only counted toward attainment of the DBE goal if the DBE subcontractor is performing a commercially useful function under this Agreement.

Prompt Payment of Subcontractors.

Contractor shall pay each subcontractor under this Agreement, especially DBE firms, no later than five (5) business days from the receipt of each payment Contractor receives from the RTA. Contractor further agrees to return retainage payments to each subcontractor, especially DBE firms, within five (5) business days after the subcontractor's work is satisfactorily completed and accepted by the RTA, and all delays

under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the RTA.

DBE Contract Termination.

Contractor shall not terminate for convenience the contract of its DBE subcontractor and subsequently perform the work of the terminated DBE subcontractor with its own forces or those of an affiliate, without prior written consent from the RTA. In addition, if a DBE subcontractor is justifiably terminated, or fails to complete its work for any reason, Contractor must make good faith efforts (also referred to as best efforts) to find another certified DBE firm to substitute for the original DBE subcontractor. The good faith efforts must be directed towards finding a substitute DBE subcontractor to perform at least the amount of work needed to meet the DBE goal.

Monthly Reporting.

Contractor must complete and submit to the DBE Liaison Officer for the RTA (DBELO) monthly and quarterly reports of DBE firm participation under this Agreement. Failure to report DBE activity is a material breach of this agreement that shall result in such remedy as the RTA deems appropriate and may include withholding payment of invoices until such time as the monthly reports are received or penalties of \$100 per day.

Access to Books and Records.

Contractor must grant the DBELO reasonable access to its books and records for the purpose of verifying Contractor's compliance with the RTA DBE Program requirements.

Contractor Assurance.

The contractor, subcontractor or sub-recipient (hereinafter contractor) shall not discriminate on the basis of race, color, national origin, sexual orientation, age or disability in the performance of this contract. Additionally, the Contractor must comply with all requirements of the RTA DBE Program as authorized by the Code of Federal Regulations 49 CFR Part 26. Failure by Contractor to carry out these requirements is a

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
RETIF OIL & FUEL, LLC

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 19th day of February, 2018 by and between the REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "RTA"), a political subdivision of the State of Louisiana, herein represented by its Chairwoman of the Board of Commissioners, Sharonda R. Williams and RETIF OIL & FUEL, LLC (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its President, Ryan Retif authorized to do and doing business in the State of Louisiana.

WITNESSETH

WHEREAS, the RTA is a political subdivision of the State of Louisiana, charged with the responsibility of providing, maintaining and administering a transit system in the areas within its jurisdiction; and

WHEREAS, in accordance with state and federal laws and regulations, RTA issued Request for Proposals (RFP) No. 2017-025, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2017-025, as amended,) to solicit for Unleaded Gasoline Dispensing Service; and

WHEREAS, Contractor, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal

dated, July 31, 2017 and Contractor also submitted a "Best and Final" offer dated, July 31, 2017, made a part hereof and attached hereto; and

WHEREAS, after evaluation of Contractor's offer, RTA determined that Contractor was responsible and had submitted the responsive offer.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. SUPERSEDING EFFECT

This Agreement supersedes all prior oral or written Agreements, if any, between the parties and constitutes the entire Agreement between the parties relative to the work to be performed under this Agreement. Any changes or modifications to this Agreement shall be accomplished solely by written amendment signed by both parties.

II. SCOPE OF SERVICES

Contractor shall provide an Unleaded Gasoline Dispensing Service in accordance with the terms and conditions set forth in Exhibit "A", Exhibit "B", and Exhibit "C" Contractor agrees that all work under this Agreement shall be performed in a professional, timely manner and shall conform to or exceed in all respects the prevailing industry standards.

III. COMPENSATION

The RTA will compensate Contractor for services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall not exceed \$1,300,000.00 unless properly authorized.

material breach of this Agreement, which shall result in such remedy as the RTA, deems appropriate and may include the termination of this Agreement.

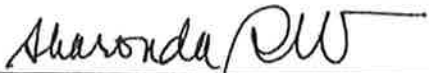
IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals in the presence of the undersigned competent witnesses.

ATTEST:



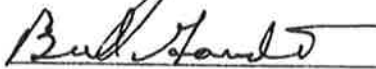
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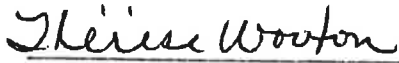
REGIONAL TRANSIT AUTHORITY



SHARONDA R. WILLIAMS
CHAIRWOMAN OF THE BOARD
OF COMMISSIONERS


ATTEST:



Bully Hardt


Therese Wootton

BY:



RYAN J. RETIF
AUTHORIZED OFFICER OF
RETIF OIL & FUEL, LLC

**Certification By Officer of
RETIF OIL & FUEL, LLC**

Approved as to legal form and adequacy and as to the authorization of the
signatory hereto on behalf of RETIF OIL & FUEL, LLC on the date herein above shown.

Dated this 19 day of FEBRUARY, 2018.



Signature

PRESIDENT

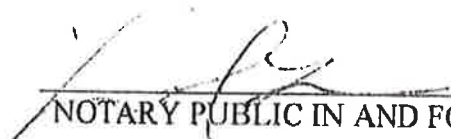
Title

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH/COUNTY OF JEFFERSON

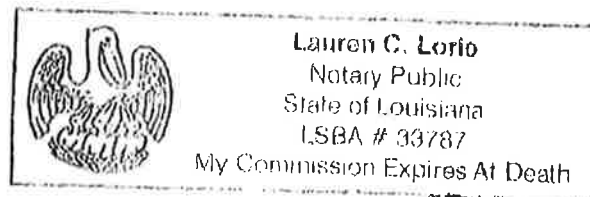
ON THIS 19 day of FEBRUARY, 2018 before me, Ryan Retif appeared, to me personally known; who being by me duly sworn, did say that he is the President of RETIF OIL & FUEL, LLC and that this Agreement was signed on behalf of said Corporation by authority of its President, Ryan Retif by said appearer acknowledged said instrument to be the free act and deed of Ryan Retif.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR
JEFFERSON PARISH, LA

PARISH (COUNTY), STATE



ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 19th day of February, 2018 before me, appeared Sharonda R. Williams, to me personally known, who being by me duly sworn, did say that she is the Chairwoman of the Board of the Regional Transit Authority (RTA), a political subdivision of the State of Louisiana, and that the attached Agreement was signed on behalf of the RTA by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of the RTA.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date above written.



NOTARY PUBLIC IN AND FOR
ORLEANS PARISH, LOUISIANA

LA. BAR ROLL #

10596