



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:
 Angele Young Boutte Director of Marketing 8416
 Name Title Ext.

B. Contract No.: Website Services PO# 912746-000
 Contract Title and PO No:

C. Contract History:

Original Award Value	\$ 100,000
Previously Executed Change Orders Value	\$ 0.00
Adjusted Contract Value (Prior to Requested Change Order)	\$ 100,000
Current Change Order Value	\$ 100,000
Revised Contract Value (w/current change order)	\$ 200,000

D. Justification of Change Order: On 8/4/2020 an agreement was made between RTA and MSF Global who was awarded the contract to provide agency website services for a period of up to three years (exercising year two (2) of the 3 year 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

Angele Young Boutte
 DBE/EEO Compliance Manager

6/14/2022
 Date

H. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes No
 Are there any amendments pending? Yes No

If Yes, please attach the amendment to this Routing Sheet and explain.



Donald R. Pugh

Director of Grants/Federal Compliance

6/15/22

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 \$ 200,000
Previous Cost \$ 100,000
Revised Projected Cost \$ 200,000
FTA Grant No.(s) _____
Line Item(s) _____
Operations/Department Code _____
Budget Code(s) 1760002.7070.163
Other _____
CS7

Budget Analyst

6/14/22

Date

J. *Michael D. Smith*

Safety
Date *6/14/22*

K. Authorizations:
Angela P. Smith

Department Head
Date *6/8/22*
[Signature]

Division Manager
Date *6/16/2022*
Donald R. Pugh

Director of Procurement
Date *4/17/22*
Angela P. Smith

Chief Financial Officer
Date *6/17/22*
[Signature]

Chief Executive Officer
Date *6/22/22*

	Annual
Infrastructure Costs	
Hosting and Maintenance	\$18,300.00
Kentico Subscription	\$6,900.00
Google API	\$4,800.00
Recurring Support Costs	\$30,000.00
Services	
Digital Marketing	\$24,000.00
SEO Optimization	<i>Included</i>
UI/UX Experience	<i>Included</i>
Trip Planner Optimization	<i>Included</i>
Behavior Tracking	<i>Included</i>
Quarterly Review	<i>Included</i>
Advanced Data Insights Support	<i>Included</i>
Technical Support	\$36,000.00
Services Estimated Costs	\$60,000.00
Cyber Security	
Semi-Annual Vulnerability Assessments	\$10,000.00
Cyber Security Estimated Costs	\$10,000.00
Total Estimated Cost	\$100,000.00

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number:

Date of Estimate:

Description of Goods/Services:
Website Services

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

Method of Obtaining Estimate:

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

- Published Price List (attach source and date)
- Historical Pricing (attach copy of documentation from previous PO/Contract)
- Comparable Purchases by Other Agencies (attach email correspondence)
- Engineering or Technical Estimate (attach)
- Independent Third-Party Estimate (attach)
- Other (specify) _____ 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 \$ 100,000

The preceding independent cost estimate was prepared by:

Name **Angele Young Boutte**

Signature 



CONTRACT TO PROVIDE WEBSITE SERVICES

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

MSF GLOBAL SOLUTIONS, LLC
1712 Oretha Castle Haley Blvd, Ste. 302
New Orleans, LA 70130

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 Request For Proposals (RFP) #2020-003
EXHIBIT "B"	Submittal by Contractor dated, June 24, 2020

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
MSF GLOBAL SOLUTIONS, LLC.

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 4th day of August, 2020 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 Chairman of the Board of Commissioners, Flozell Daniels and MSF Global Solutions, LLC (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Owner, Marseyas Fernandez 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. 2020-003, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2020-003, as amended,) to solicit a contractor to provide website services; and

WHEREAS, MSF Global Solutions, LLC, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal dated, June 24, 2020, 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 Website Services in accordance with the terms and conditions set forth in Exhibit "A" and Exhibit "B". Contractor agrees that all goods and services under this Agreement shall be delivered 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 the goods and services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall not exceed \$100,000.00 annually 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 up to three years or until the occurrence of one of the following events:

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 delivery of the goods 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 goods. 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:

Mark Major
Chief Financial Officer

XII. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

EXHIBIT "A" RTA Request For Proposals (RFP 2020-003), as amended.

EXHIBIT "B" Submittal by Contractor dated, June 24, 2020.

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. 2020-003.

Exhibit "B" Contractor's submittal in response to RTA's RFP No. 2020-003, dated June 24, 2020.

XIV. INSURANCE

To protect RTA 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.

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).

Contractor Assurance

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

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

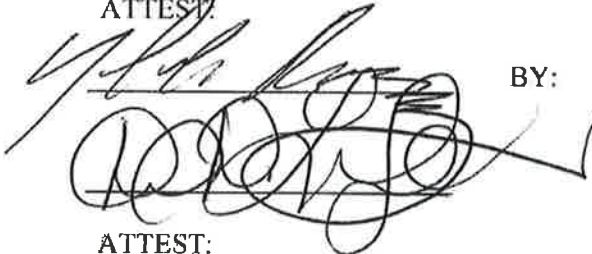
<https://norta.dbesystem.com>

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.

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

ATTEST:




ATTEST:

MOHAMMED MUJEEB



BY:

REGIONAL TRANSIT AUTHORITY


FLOZELL DANIELS
CHAIRMAN OF THE BOARD
OF COMMISSIONERS

BY:

MARSENAS FERNANDEZ



AUTHORIZED OFFICER OF
MSF GLOBAL SOLUTIONS

Usman Javaid
ID 85625

AUG 04 2020

State Wide Jurisdiction
Notary For Life



**Certification By Officer of
MSF GLOBAL SOLUTIONS, LLC**

Approved as to legal form and adequacy and as to the authorization of the signatory
hereto on behalf of MSF GLOBAL SOLUTIONS, LLC on the date herein above shown.

Dated this 4th day of August, 2020.



Signature

OWNER

Title

ACKNOWLEDGMENT

STATE OF LA
PARISH/COUNTY OF Jefferson

ON THIS 4th day of April, 2020 before me, Marseyas Fernandez appeared, to me personally known; who being by me duly sworn, did say that he is the Owner of MSF GLOBAL SOLUTIONS, LLC and that this Agreement was signed on behalf of said Corporation by authority of its Officer, Marseyas Fernandez by said appearer acknowledged said instrument to be the free act and deed of Marseyas Fernandez.

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

NOTARY PUBLIC IN AND FOR

PARISH (COUNTY), STATE

Osman Javald
ID 85625



AUG 04 2020

State Wide Jurisdiction
Notary For Life

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 4th day of August, 2020 before me, appeared Flozell Daniels, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Board of Commissioners 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

EXHIBIT A
Request For Proposals (RFP) No. 2020-003, as amended

EXHIBIT B
Submittal by Contractor



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

504.827.8300

www.norta.com

RESOLUTION NO. 20-072

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO RATIFY AN AWARD FOR WEBSITE SERVICES TO
MSF GLOBAL SOLUTIONS OF NEW ORLEANS, LA**

Introduced by Commissioner Daniels,
seconded by Commissioner Wegner.

WHEREAS, on March 24, 2020, the Board of Commissioners of the Regional Transit Authority (RTA) authorized staff to solicit and award a contract for Website Services to maintain the agency's online presence and perform updates/enhancements for the existing website; and

WHEREAS, staff issued Request for Proposals (RFP) 2020-003 for Website Services on May 21, 2020, inviting qualified vendors to provide Website Services to maintain the agency's online presence and perform updates/enhancements for the existing website; and

WHEREAS, five (5) proposals were received and deemed responsive to this Request for Proposals (RFP) as issued, meeting the requirements of the RTA, FTA, and all state and local guidelines; and

WHEREAS, the following vendor was evaluated based on the evaluation factors set forth in the RFP and MSF Global Solutions was selected as the successful proposer; and



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

504.827.8300

www.norta.com

RESOLUTION NO. 20-072

Page 2

WHEREAS, funding is available through 1760002.7150.16313 in the amount of \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to ratify the contract with MSF GLOBAL SOLUTIONS for website services to maintain the agency's online presence and perform updates/enhancements for the existing website in the amount set forth above.

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

YEAS:	<u>8</u>
NAYS:	<u>0</u>
ABSTAIN:	<u>0</u>
ABSENT:	<u>0</u>

AND THE RESOLUTION WAS ADOPTED ON THE 25th DAY OF AUGUST 2020.

FLOZELL DANIELS, JR.
CHAIRMAN
BOARD OF COMMISSIONERS



CONTRACT TO PROVIDE WEBSITE SERVICES

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

MSF GLOBAL SOLUTIONS, LLC
1712 Oretha Castle Haley Blvd, Ste. 302
New Orleans, LA 70130

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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EXHIBIT "A"	RTA Request For Proposals (RFP) #2020-003
EXHIBIT "B"	Submittal by Contractor dated, June 24, 2020

AGREEMENT
BY AND BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
MSF GLOBAL SOLUTIONS, LLC.

STATE OF LOUISIANA
PARISH OF ORLEANS

This AGREEMENT made and entered into this 4th day of August, 2020 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 Chairman of the Board of Commissioners, Flozell Daniels and MSF Global Solutions, LLC (hereinafter also referred to as "Consultant" or "Contractor") a Corporation, herein represented by its Owner, Marseyas Fernandez 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. 2020-003, as amended, (attached hereto, made a part hereof and designated Exhibit "A", RTA RFP No. 2020-003, as amended,) to solicit a contractor to provide website services; and

WHEREAS, MSF Global Solutions, LLC, a Corporation, submitted a response to Exhibit "A" attached hereto, made a part hereof and designated as Exhibit "B", Contractor's Submittal dated, June 24, 2020, 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 Website Services in accordance with the terms and conditions set forth in Exhibit "A" and Exhibit "B". Contractor agrees that all goods and services under this Agreement shall be delivered 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 the goods and services to be provided under this Agreement, as specified in this agreement and pursuant to Exhibit "A". The compensation due Contractor shall not exceed \$100,000.00 annually 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 up to three years or until the occurrence of one of the following events:

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 delivery of the goods 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.

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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 goods. 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:
Mark Major
Chief Financial Officer

XII. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference:

- EXHIBIT "A" RTA Request For Proposals (RFP 2020-003), as amended.
- EXHIBIT "B" Submittal by Contractor dated, June 24, 2020.

XIII. ORDER OF PRECEDENCE

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

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XIV. INSURANCE

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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.

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XV. DBE COMPLIANCE

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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).

Contractor Assurance

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

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



<https://norta.dbesystem.com>

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.

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

ATTEST:

BY:

REGIONAL TRANSIT AUTHORITY


FLOZELL DANIELS
CHAIRMAN OF THE BOARD
OF COMMISSIONERS

ATTEST:

MOHAMMED MUJEEB



BY:

MARSELAS FERNANDEZ



AUTHORIZED OFFICER OF
MSF GLOBAL SOLUTIONS

Usman Javaid
ID 85625

AUG 04 2020

State Wide Jurisdiction
Notary For Life



**Certification By Officer of
MSF GLOBAL SOLUTIONS, LLC**

Approved as to legal form and adequacy and as to the authorization of the signatory
hereto on behalf of MSF GLOBAL SOLUTIONS, LLC on the date herein above shown.

Dated this 4th day of August, 2020.



Signature

OWNER

Title

ACKNOWLEDGMENT

STATE OF LA
PARISH/COUNTY OF Jefferson

ON THIS 4th day of August, 2020 before me, Marseyas Fernandez appeared, to me personally known; who being by me duly sworn, did say that he is the Owner of MSF GLOBAL SOLUTIONS, LLC and that this Agreement was signed on behalf of said Corporation by authority of its Officer, Marseyas Fernandez by said appearer acknowledged said instrument to be the free act and deed of Marseyas Fernandez.

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

NOTARY PUBLIC IN AND FOR

PARISH (COUNTY) STATE
Osman Javaid
ID 85625



AUG 04 2020

State Wide Jurisdiction
Notary For Life

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH/COUNTY OF ORLEANS

ON THIS 4th day of August, 2020 before me, appeared Flozell Daniels, to me personally known, who being by me duly sworn, did say that he is the Chairman of the Board of Commissioners 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

EXHIBIT A
Request For Proposals (RFP) No. 2020-003, as amended

EXHIBIT B
Submittal by Contractor