



2817 Canal Street  
New Orleans, LA 70119

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

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**Thursday, February 12, 2026**

**11:00 AM**

**RTA Board Room**

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The New Orleans Regional Transit Authority (RTA) Board of Commissioners will hold an in-person public meeting on Thursday, February 12, 2026, at 9:00 a.m. The meeting will begin at the scheduled time but may be delayed until a quorum is present and will be live streamed on the RTA website; masks are optional. Written public comments on agenda items may be submitted by completing a speaker card on the day of the meeting, by email to [rtaboard@rtaforward.org](mailto:rtaboard@rtaforward.org) prior to the meeting, or by U.S. mail to RTA, Office of Board Affairs, 2817 Canal Street, New Orleans, LA 70119. This meeting is accessible to persons with disabilities, and accommodation requests must be made at least 72 hours in advance by contacting the Office of Board Affairs at 504-827-8341 or [rtaboard@rtaforward.org](mailto:rtaboard@rtaforward.org).

**1. Call To Order**

**2. Roll Call**

**3. Consideration of Meeting Minutes**

[01.08.26 Fin Minutes]

[26-030](#)

**4. Committee Chairman's Report**

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

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

**7. DBE Report**

**8. Chief Planning and Capital Project Officer's Report**

**9. Procurements**

A. Authorizations:

Contract Award for Vehicle Fluids and Lubricants [25-174](#)

RTA1 Drydocking and Maintenance Contract Award [26-020](#)

B. Amendments:

Change Order for Transit Security Services - SEAL [26-026](#)

**10. New Business**

**11. Audience Questions & Comments**

**12. Adjournment**



# New Orleans Regional Transit Authority

2817 Canal Street  
New Orleans, LA 70119

## Board Report and Staff Summary

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**File #:** 26-030

**Finance Committee**

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[01.08.26 Fin Minutes]



2817 Canal Street  
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# New Orleans Regional Transit Authority Finance Committee

## Meeting Minutes - Draft

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Thursday, January 8, 2026

11:00 AM

RTA Board Room

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### 1. Call To Order

### 2. Roll Call

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

**Commissioner Absent:** Commissioner Moore

**Commissioner Also Present:** Commissioner Guidry

### 3. Consideration of Meeting Minutes

Commissioner Colin moved and Commissioner Walton seconded to approve the Finance Committee Meeting Minutes of December 11, 2026. The motion was approved unanimously.

[12.11.25 Finance Meeting Minutes]

[26-005](#)

### 4. Committee Chairman's Report

Commissioner Walton thanked the Finance Team for doing a great job with the 2026 Budget.

## 5. Chief Executive Officer's Report

The monthly Chief Executive Officer's Report was given and can be found in the PowerPoint Presentation for the Finance Committee Meeting.

### **Algiers Service Improvement**

A Community Meeting will be held on January 24, 2026, from 2:00pm-4:00pm at the Algiers Regional Library and the residents in the Cut-Off in Algiers are aware of this community meeting.

### **New Electric Buses**

The New Electric Buses has arrived, and they are in the bus bays in the Maintenance Facility.

### **Automatic Tamping Machine**

This new Tamping Machine is housed at Carrollton Station and will make the realigning of the tracks much easier for the maintenance crew. Staff is working on modernizing as many tools as possible.

### **Disruption Communication Plan**

This Plan was given at the Operations and Administrative Meeting.

## 6. Chief Financial Officer's Report

The monthly Chief Financial Officer's Report was given and can be found in the PowerPoint Presentation for the Finance Committee Meeting.

The KPI's shows all the information regarding Farebox Recovery. Historically the Farebox Recovery has been between 20-30%.

The 2024 Audit Balance Sheets show the monies being spent on Capital Improvements Projects

## 7. DBE Report

The monthly DEB Report was given and can be found in the PowerPoint Presentation for the Finance Committee Meeting.

The DBE training was published monthly and held on the 4th Tuesday of each month. The Marketing Department advertises these training courses on the RTA website.

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

The monthly Chief Planning and Capital Project Officer's Report was given and can be found in the PowerPoint Presentation for the Finance Committee Meeting.

Staff has received bids on The Downtown Transit Center and the Major Hubs Projects.

The Downtown Center will be located on Canal and Basin and give passengers the amenities

that they deserve as transit riders. The riders need to be kept informed on how these projects will make the riders experience much better.

The quality of the rider's experience is something that the riders can express to the public and this would be very beneficial to the agency.

## 9. Items Requiring Committee Action

Contract Award for Paratransit Software Services

[25-165](#)

Commissioner Walton moved and Commissioner Colin seconded to remove this item from the Consent Agenda and placed this item on the Board Agenda as a regular Procurement Item for award so that the entire Board can have an input. The motion was approved unanimously.

Enactment No: 26-006

Extension of CEA for Janitorial Services

[25-175](#)

This is a 3-year extension to the original contract and included in the contract is an annual allowance for certain maintenance that is not included in the contract. All the RTA contracts have a clause that states "Termination Due to Cause".

Commissioner Walton moved and Commissioner Colin seconded to approve the Extension of the CEA for Janitorial Services. The motion was approved unanimously.

Enactment No: 26-002

## 10. New Business

None.

## 11. Audience Questions & Comments

Jim Goodwin stated that there is a bus shelter in Algiers Point on the corner of Opelousas and Verret Street that is not being used and should be moved to service passengers at another location.

## 12. Adjournment

Commissioner Colin moved and Commissioner Walton seconded to adjourn the Finance Committee Meeting of January 8, 2026. The motion was approved unanimously.

[01.08.26 Finance Committee]

[26-013](#)



Board Report and Staff Summary

File #: 25-174

Finance Committee

Contract Award for Vehicle Fluids and Lubricants

DESCRIPTION: Vehicle Fluids and Lubricants - Gulf Coast Oil	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

To authorize the Chief Executive Officer to execute a new four (4) year contract with Gulf Coast Oil & Supply, LLC, inclusive of (1) one-year option periods, for the supply of oil and fluids necessary to support fleet maintenance and operational continuity at a cost not to exceed \$1,039,591.37.

ISSUE/BACKGROUND:

The agency requires a reliable and consistent supply of oil and fluids to maintain its bus, paratransit, and rail fleets. These materials are critical to ensuring vehicle performance, compliance with manufacturer warranty requirements, and adherence to applicable regulatory and safety standards. Continuity of supply and consistent product quality are essential to avoid service disruptions and increased maintenance risks.

DISCUSSION:

Establishing a four-year contract with an optional one-year extensions provides several operational and financial benefits. This contract structure offers pricing stability over a multi-year period, supporting accurate budget forecasting and cost control. It also reduces administrative burden by limiting the frequency of procurement actions, allowing staff to focus on core operational priorities.

Additionally, a longer-term agreement promotes supplier commitment and consistency in product quality, which is vital to maintaining fleet reliability and protecting vehicle warranties. The optional renewal years provide the agency with flexibility to extend the contract based on supplier performance, pricing, and prevailing market conditions, ensuring continued value and accountability.

FINANCIAL IMPACT:

Funding for this contract will be allocated across the appropriate operating capital accounts as follows; **Bus Account Code:** 01-4300-02-8070-031-01-00-00000-00000 in the amount of \$998,902.80; **Paratransit Account Code:** 01-4500-06-8070-031-05-00-00000-00000 in the amount of \$16,986.06; **Rail Account Code:** 01-4300-99-8070-031-03-00-00000-00000 in the amount of \$23,702.52. For the total project cost of \$1,039,591.37.

Price Breakdown by Mode						
Account number	Mode	Year 1	Year 2	Year 3	Year 4	Total
01-4300-02-8070-031-01-00-00000-00000	Bus	\$ 220,971.43	\$ 235,024.58	\$ 258,527.04	\$ 284,379.75	\$ 998,902.80
01-4500-06-8070-031-05-00-00000-00000	ENO	\$ 3,660.00	\$ 4,026.00	\$ 4,428.60	\$ 4,871.46	\$ 16,986.06
01-4300-99-8070-031-03-00-00000-00000	Rail	\$ 5,107.20	\$ 5,617.92	\$ 6,179.71	\$ 6,797.68	\$ 23,702.52
	Total	\$ 229,738.63	\$ 244,668.50	\$ 269,135.35	\$ 296,048.89	\$ 1,039,591.37

**NEXT STEPS:**

Upon Board approval, staff will issue a notice to proceed with Gulf Coast Oil & Supply, LLC and initiate services.

**ATTACHMENTS:**

1. Resolution
2. Solicitation Request ID# 263
3. Bid Invitation (IFB) 2025-036
4. Bid (IFB) 2025-036 Tally
5. Projected Cost

Prepared By: Alger Pennaman  
 Title: Fleet Manager

Reviewed By: Ryan Moser  
 Title: Chief Asset Management Officer

Reviewed By: Gizelle Banks  
 Title: Chief Financial Officer



Lona Edwards Hankins  
 Chief Executive Officer

1/30/2026

Date



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

FILE ID NO. 25-174

STATE OF LOUISIANA

PARISH OF ORLEANS

**AUTHORIZATION TO AWARD A CONTRACT TO GULF COAST OIL & SUPPLY LLC,  
FOR VEHICLE FLUIDS AND LUBRICANTS**

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

**WHEREAS**, the Board of Commissioners of the Regional Transit Authority (RTA) previously authorized staff to solicit bids for Vehicle Fluids and Lube.

**WHEREAS**, the staff issued an Invitation for Bid Solicitation (IFB) 2025-036 for the acquisition of vehicle fluids and lube, for four-year contract with an optional one-year extension.

**WHEREAS**, six (6) bids were received and one (1) bid was disqualified for not bidding on all proposed items after staff reviewed the bids in accordance with requirements prescribed by the RTA, Louisiana Public Bid Law, and the Federal Transit Administration; and

**WHEREAS**, the staff held a public bid opening and Gulf Coast Oil & Supply was determined responsive after completion of a price element review submitted in its bid which met the requirements of the RTA, FTA and all state and local guidelines; and

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

**WHEREAS**, it is the opinion of the RTA Board of Commissioners that securing this contract for the supply of oil and fluids is necessary to support fleet maintenance and operational continuity; and

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



WHEREAS, funding for this contract will be allocated across the appropriate operating capital accounts as follows; Bus Account Code: 01-4300-02-8070-031-01-00-00000-00000 in the amount of \$998,902.80; Paratransit Account Code: 01-4500-06-8070-031-05-00-00000-00000 in the amount of \$16,986.06; Rail Account Code: 01-4300-99-8070-031-03-00-00000-00000 in the amount of \$23,702.52 for the total project cost NOT TO EXCEED ONE MILLION THIRTY-NINE THOUSAND FIVE HUNDRED NINETY ONE DOLLARS AND THIRTY-SEVEN CENTS (\$1,039,591.37).

Table with 7 columns: Account number, Mode, Year 1, Year 2, Year 3, Year 4, Total. Rows include Bus, ENO, Rail, and a Total row.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the RTA that the Chairman of the Board, or his designee, is authorized to execute a contract with Gulf Coast Oil & Supply, LLC for vehicle fluids and lubricants.

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

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

AND THE RESOLUTION WAS ADOPTED ON THE 24 DAY OF FEBRUARY 2026.

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



## Regional Transit Authority Solicitation Request Routing Sheet

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

Solicitation ID	263
ProjectSchedule Delivery Date	January 1, 2026
Technical Specs attached	No
Scope of Work attached	Yes

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

**Name:** WASHINGTON, AMANDA  
**Title:** ADMINISTRATIVE ANALYST OPERATIONS  
**Ext:** 8480

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

Oil and Fluids for all modes

**C. Justification of Procurement:**

To ensure reliable fleet maintenance and operational continuity, the transit agency requests a two-year contract with two one-year option periods for the supply of oil and fluids. This structure provides pricing stability, supports budget forecasting, and reduces administrative burden by minimizing the frequency of procurement actions. It also promotes supplier commitment and consistent product quality, which are essential for vehicle performance, warranty compliance, and regulatory standards. The optional years offer flexibility to extend the contract based on supplier performance and market conditions.

Bus Account Code: 01-4300-02-8070-031-01-00-00000-00000

Para Account Code: 01-4500-06-8070-031-05-00-00000-00000

Rail Account Code: 01-4300-99-8070-031-03-00-00000-00000

**D. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

Director Grants / Federal Compliance	
Signature	
Date	

**E. Information Technology:**

IT Dept Head	Sterlin J Stevens
Signature	<i>Sterlin J Stevens</i>
Date	9/3/2025 5:05 PM



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

Additional Safety Requirements Attached:

<b>Chief</b>	Michael J Smith
<b>Signature</b>	<i>Michael J Smith</i>
<b>Date</b>	September 02 2025

**G. Risk Management:**

Include Standard Insurance Provisions Only?

No

Include Additional Insurance Requirements Attached ?

<b>Risk Management Analyst</b>	Marc L Popkin
<b>Signature</b>	<i>Marc L Popkin</i>
<b>Date</b>	September 03 2025

**H. Funding Source:**

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

Multiple Years allocation if required:

Year	Amount	Budget Code
Year-1	\$402,963.33	01-4300-02-8070-031-01-00-00000-00000
Year-2	\$443,259.66	01-4300-02-8070-031-01-00-00000-00000
Year-3		
Year-4		
Year-5		
<b>Total all years</b>	<b>\$846,222.99</b>	

**Independent Cost Estimate (ICE):** \$846,222.99

**Projected Total Cost:** \$846,222.99

**Funding Type:** Local

**Grants or Capital Project ID:**

Federal Funding	State	Local	Other
		\$846,222.99	
Projected Fed Cost	State	Local	Other
		\$846,222.99	

FTA Grant IDs	Budget Codes
	01-4300-02-8070-031-01-00-00000-00000



	01-4300-02-8070-031-01-00-00000-00000

<b>Budget Analyst</b>	Erin Ghalayini
<b>Signature</b>	<i>Erin Ghalayini</i>
<b>Date</b>	September 02 2025

**I. DBE/SBEGoal:**

<b>% DBE</b>	0
<b>% Small Business</b>	0

<b>Director Small Business</b>	Adonis Charles Expose'
<b>Signature</b>	<i>Adonis Charles Expose'</i>
<b>Date</b>	September 03 2025

<b>DBE/EECompliance Manager</b>	Adonis Charles Expose'
<b>Signature</b>	<i>Adonis Charles Expose'</i>
<b>Date</b>	September 03 2025

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

<b>Department Head</b>	Jacques Robichaux Sr.
<b>Signature</b>	<i>Jacques Robichaux Sr.</i>
<b>Date</b>	August 29 2025

<b>Lagal Chief</b>	Tracy L. Tyler
<b>Signature</b>	<i>Tracy L. Tyler</i>
<b>Date</b>	Wednesday, September 10, 2025

<b>Division Chief</b>	Ryan Moser
<b>Signature</b>	<i>Ryan Moser</i>
<b>Date</b>	September 02 2025

<b>Director Procurement</b>	of	Ronald Gerard Baptiste
<b>Signature</b>		<i>Ronald Gerard Baptiste</i>
<b>Date</b>		September 10 2025

**FOR PROCUREMENT USE ONLY**

Type of Procurement Request:

IFB - Invitation for BiD



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

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

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

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

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

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

<b>Required if Total Cost above \$15K</b>	
<b>Chief Financial Officer</b>	<a href="#">Gizelle Johnson Banks</a>
<b>Signature</b>	<i>Gizelle Johnson Banks</i>
<b>Date</b>	<a href="#">September 10 2025</a>

<b>Required if Total Cost above \$50K</b>	
<b>Chief Executive Officer</b>	<a href="#">Lona Edwards Hankins</a>
<b>Signature</b>	<i>Lona Edwards Hankins</i>
<b>Date</b>	<a href="#">September 10 2025</a>

**PUBLIC NOTICE  
REGIONAL TRANSIT AUTHORITY**

**VEHICLE FLUIDS AND LUBE  
INVITATION FOR BID (IFB) #2025-036**

**Project Description:** The Regional Transit Authority of New Orleans invites qualified vendors to provide maintenance fluids and lubes for our transportation vehicles per specifications listed in IFB 2025-036.

**How to obtain a copy of the IFB:** Specifications and further information concerning the IFB may be obtained September 19, 2025 from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The IFB can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

**Responding to IFB:** Bids shall be submitted thru the RTA's Procurement website on or before 2:00 P.M., Thursday, October 23, 2025. Any questions or further information concerning this IFB may be submitted through <https://norta.procurement.com/home> beginning on Thursday, October 23, 2025. Only written questions submitted through <https://norta.procurement.com/home> shall be considered official. All answers to questions shall be by formal addenda posted to the website under IFB 2025-036.

**A Bid Opening** will be held in the RTA Board Room on Thursday, October 23, 2025 at 2:00 PM. Any questions or further information concerning the IFB may be submitted via <https://norta.procurement.com/home> beginning on September 19, 2025.

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%.

**No goal has been established 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 proposals submitted.

Lona Hankins  
Chief Executive Officer  
Regional Transit Authority

**INVITATION FOR BIDS  
FROM  
REGIONAL TRANSIT AUTHORITY**

**SUBJECT:** Vehicle Fluids and Lube  
**DATE:** September 19, 2025  
**INVITATION  
FOR BIDS NO.** 2025-036  
**BID OPENING:** Thursday, October 23, 2025 - 2:00 PM

The Regional Transit Authority invites bids for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

Bids **MUST** be received at the RTA Office by the date and time set for bid opening.

Enclosures ("X" indicates item enclosed)

<input checked="" type="checkbox"/>	Public Notice to Bidders	<input checked="" type="checkbox"/>	Bid Form
<input checked="" type="checkbox"/>	Bidder Submission Checklist		
<input checked="" type="checkbox"/>	Instruction to Bidders		
<input checked="" type="checkbox"/>	General Provisions		
<input checked="" type="checkbox"/>	Federal Requirements		
<input checked="" type="checkbox"/>	Technical Specifications		

## **BIDDER SUBMISSION CHECKLIST**

The following items must be submitted with your bid to be considered responsive and are due on the bid submittal date.

- Louisiana Uniform Public Work Bid Form (Attachment II)
- Certificate on Primary Debarment.
- Buy America Certificate for Compliance or Buy America Certificate for Non-Compliance
- Non-Collusion Affidavit
- Certificate Regarding Debarment– Lower Tier
- Certification of Restrictions on Lobbying
- Participant Information Form
- Certificates of Insurance

## **INSTRUCTIONS FOR OBTAINING FORMS**

Go to RTA's official web site at <https://www.norte.com/pol-to-know-us/doing-business-w/ft-us/procurement-contracts>

Click on "Vendor Form Library"

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### ATTACHMENTS

Technical Specifications – Attachment I  
 LA Uniform Public Work Bid Form – Attachment II

## **I INSTRUCTIONS TO BIDDERS**

### **1.1 SCOPE**

Contractor shall provide maintenance fluids and lube for RTA's transportation vehicles. The contract awarded pursuant to this Invitation for Bids shall be a fixed price contract.

### **1.2 CONTRACT DOCUMENTATION**

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

### **1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL)**

Electronic bids will be uploaded through our electronic bidding system at <https://norta.procureware.com/home> no later than the exact time and date specified in this Invitation for Bids. Bids received after the date and time shall be considered late. All necessary and appropriate resources, including but not limited to labor, equipment, and materials, supplies, etc. shall be furnished in strict accordance with the project schedule and terms and conditions contained in this Invitation for Bids.

### **1.4 PRICING**

The bidder shall complete and execute the Louisiana Uniform Public Work Bid Form (Attachment II). The bidder shall quote prices in the unit of measure specified and shall include all applicable taxes in the bid price. The RTA is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferable to the Contractor. The Contractor shall pay all other sales, use, and other similar taxes that are enacted as of the Contract execution or subsequently revised or added. The Regional Transit Authority will pay no sales taxes or for any increase in sales taxes, unless such increase in sales tax is due to a change in the interpretation of the Louisiana Tax Code by the Louisiana State Tax Commission and such increase in sales tax is the subject of an authorized change order. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

### **1.5 BRAND NAMES**

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of product, style type, and character of product desired and do not restrict bidders to the specific brand, make, manufacturer or specification named.

## 1.6 QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the lowest responsible bidder, provided the bid is responsive in all respects to the terms and conditions of the contract, and the requirements, conditions, specifications as provided in this Invitation for Bids. To be responsible the Contractor shall be a person, firm, or corporation that:

Has in operation, or has the capability to have in operation, or has access to a manufacturing plant adequate to ensure delivery of all services, goods and supplies within the time specified under this contract.

Has adequate engineering and service personnel, or has the capability to obtain such personnel, to satisfy any engineering or service problems that may arise during the contract period.

Has adequate construction management and construction craft personnel, or has the capability to obtain such personnel, to satisfy any construction or service problems that may arise during the contract period.

Has the necessary facilities and financial resources, or has the capability to obtain such facilities and financial resources, to complete the contract in a satisfactory manner within the required time.

The RTA shall have the right to conduct a pre-award survey of each bidder and to conduct a cost/price analysis and/or audit to determine if the prices bid are fair and reasonable.

## 1.7 BIDDER REVIEW PROCEDURES

FOR THE PURPOSES OF THIS PARAGRAPH, SUBMISSION DEADLINES SHALL BE 2:00 P.M. (CENTRAL TIME).

### a. Request for Modification or Clarification

This section establishes procedures for bidders to seek review of this Invitation for Bids and any addenda. A bidder may discuss this Invitation for Bids and any addenda with the RTA. Such discussions do not, however, relieve bidders from the responsibility of submitting written, documented requests. Bidders may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Invitation for Bids and/or in any addendum hereto. Any such request, questions, etc. must be received by the RTA, in writing. RTA will entertain questions etc. submitted at the pre-bid conference on the attached pre-bid conference form, or requests submitted in writing not less than seven (7) calendar days before the date of scheduled bid opening. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation. All requests for clarification and/ or modification should be submitted through the RTA Procurement website at <https://norta.procurement.com/home>

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be posted for all bidders to view through the E-Bid website or otherwise furnished to all bidders at least three (3) calendar days (72 hours) before the date scheduled as the bid opening date.

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. 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 five (5) calendar days prior to bid opening. A protest with regard to contract award 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 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 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 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 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 or his designee.

The aggrieved person must file an appeal within seven (7) calendar days of receipt of a decision from the Director of Procurement.

On any appeal of the decision of the Director of Procurement, 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 or his designee shall not be final or conclusive.

A copy of the CEO-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 to perform the duties provided for in this Paragraph.

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

### **1.8 BID PREPARATION**

Each offer shall be made on the Invitation for Bids Form which shall be enclosed in a sealed envelope with the name and address of the bidder, the required contractor's licensing number, the advertised date and time of the bid opening, and the title of the bid marked on the outside. All blank spaces on the bid form must be filled in and no changes shall be made in the wording. Bidder's wishing to submit an electronic bid are directed to, Section I Instruction to Bidder's, Paragraph 1.3 BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL) of this IFB.

### **1.9 BID POSTPONEMENT AND AMENDMENT**

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 time set for bid opening. Copies of such amendments shall be furnished to all prospective bidders.

### **1.10 CANCELLATION OF THE INVITATION FOR BIDS**

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

### **1.11 PUBLIC BID OPENING**

Bids shall be publicly opened at the time specified herein. The content of all bids, including documents marked proprietary, shall be made public for the information of bidders and other interested parties. Bidders are required to submit all administrative submittals, including SBE Forms. This does not supersede the requirement for a fully executed Invitation for Bid I.A Public Bid Form, note Attachment II, at the time of the Bid Opening.

### **1.12 BID REJECTION**

The RTA reserves the right to waive any minor informality or irregularities in the bids received which do not prejudice other bidders. The RTA also reserves the right to reject any and all bids in whole or in part, and to award by items, parts of items, or by any group of items specified. Conditional bids, or those which take exception to the specifications, shall be considered non-responsive and shall be rejected.

**1.13 SINGLE BID RESPONSE**

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

**1.14 BID WITHDRAWAL**

Prior to the date and time set for bid opening, bids may be modified or withdrawn by the bidder's authorized representative in person, or by written or telegraphic notice. After the bid opening, bids may not be withdrawn for ninety (90) calendar days.

**1.15 AWARD PROCEDURE**

Within a reasonable time after the bid opening, the RTA will transmit the contract documents to the successful bidder. The contract documents will, at a minimum, consist of this Invitation for Bids, the Contractor's bid, RTA's standard contract provisions and provisions required by FTA.

**1.16 UTILIZATION OF MINORITY AND WOMEN OWNED BANKS**

All bidders are hereby encouraged to utilize the services of minority and women owned banks. The RTA's DBE Specialist is knowledgeable about such services. Any questions or concerns should be directed to the DBE Specialist at RTA's offices, 2817 Canal St., New Orleans, LA. (504) 827-8362.

**1.17 ADDENDA**

Bidders shall acknowledge receipt of all addenda to this Invitation for Bids. Acknowledge receipt of each addendum must be clearly established and included with offer. The undersigned acknowledges receipt of the following addenda.

Addendum No.	<u>#1</u>	,dated	<u>9/24/25</u>
Addendum No.	<u>#2</u>	,dated	<u>10/14/25</u>
Addendum No.	<u>#3</u>	,dated	<u>10/14/25</u>
"	<u>#4</u>	"	<u>10/20/25</u>

IFB NO. 2025-036

Gulf Coast Oil & Supply, LLC Company Name  
Phil Oestreich  Company Representative

## **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 Invitation for Bids, 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 the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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

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

## **2.7 CONFLICT OF INTEREST**

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

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

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

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

## **2.8 EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **2.9 PRIVACY REQUIREMENTS**

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

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

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

## **2.10 INDEMNIFICATION**

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the RTA, 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 expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of 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 Invitation for Bids, the RTA will bear the risk of loss due to the negligence of the RTA.

### **2.16 SHIPPING**

The goods shall be delivered by the Contractor to the RTA facilities as specified in the technical specifications of this Invitation for Bids. The goods shall be delivered in excellent condition ready for utilization and/or installation. Contractor shall assume all responsibility and liability incident to said delivery.

### **2.17 DELIVERY**

Delivery shall constitute the transfer of the supplies from the possession of the contractor to the possession of the RTA, as provided in this Invitation for Bids. Delivery shall be evidenced by a signed receipt issued by an authorized agent of the RTA. Items shall be delivered upon request after the receipt of the executed contract and purchase order.

### **2.18 CERTIFICATE OF CONFORMANCE**

The Contractor shall submit with each shipment a Certificate of Conformance signed by an authorized Contractor's Representative, stating that the materials furnished to Regional Transit Authority (RTA) are in conformance with applicable requirements of the Contract, drawings and specifications, and that supporting documentation is on file and will be made available to RTA or Federal Transit Representatives upon request. Certifications shall include name of Contractor for

materials being supplied, quantity shipped, lot number, and Contract Number. An example of an acceptable statement of conformance is as follows:

"This is to certify that all items are noted in conformance with the Contract, drawings, specifications, and other applicable documentation."

## **2.19 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.

## **2.20 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.

## **2.21 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.

## **2.22 MATERIALS/ACCESSORIES RESPONSIBILITY**

The Contractor shall provide and warranty all parts materials, equipment and workmanship associated with the supplies and related materials and equipment used, whether the same are manufactured by the Contractor or purchased from suppliers.

## **2.23 UNAVOIDABLE DELAYS**

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

fact caused the Contractor to miss completion dates and could not adequately have been guarded against by contractual or legal means.

#### **2.24 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.

#### **2.25 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.

#### **2.26 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.

## **2.27 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.

## **2.28 CONTRACT PERIOD**

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

## **2.29 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.

### **2.30 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.

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

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

### **2.32 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.

### **2.33 GEOGRAPHIC RESTRICTIONS**

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

### **2.34 PROMPT PAYMENT**

Payment shall be made thirty (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 ten (10) 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 five (5) days of receipt of payment from RTA make all payments due to subcontractors and suppliers. This requirement shall flow down to all levels, including subcontractors making payments to subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall, in turn, within ten (10) days release retainage(s) it holds. The requirement for release of retainage(s) within ten (10) 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's satisfaction, proven that it will or has complied with all the requirements hereunder.

## 2.35 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, 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.

## 2.36 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 CEO-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 CEO-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.

### **2.37 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.

### **2.38 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.

### **2.39 PARTICIPANT INFORMATION FORM**

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

#### **2.40 NON-COLLUSION AFFIDAVIT**

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

#### **2.41 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS**

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

### III. FEDERAL PROVISIONS AND REQUIREMENTS

#### 3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the

Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

### **3.2 BUY AMERICA**

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

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

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

### **3.4 CARGO PREFERENCE**

The Contractor Agrees:

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

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

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**

If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List of Violating Facilities" published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

  - (a) Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;
  - (b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended ( 42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended ( 33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and
  - (c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of \$100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

### 3.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

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

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

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

### 3.7 DISADVANTAGED BUSINESS ENTERPRISE

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

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

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

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by **B2Gnow** Software

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

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

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

<https://norta.dbesystem.com>

### 3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOI 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. DOI 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. DOI guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto.

### 3.9 ENERGY CONSERVATION

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

### 3.10 FLY AMERICA

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

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

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

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

#### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transactions 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 covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

### **3.12 RESTRICTIONS ON LOBBYING**

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

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

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

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

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in

specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance

provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

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

### **3.16 RECYCLED PRODUCTS**

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

### **3.17 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.

### 3.18 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.

**ATTACHMENT I**  
**TECHNICAL SPECIFICATIONS**

Attachment I provided as separate document on the ProcureWare website  
<https://norla.procureware.com/home>.

**ATTACHMENT II**

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: **Regional Transit Authority**  
ATTN: Procurement Department  
2817 Canal Blvd.  
New Orleans, LA 70119  
*(Owner to provide name and address of owner)*

**BID FOR: Vehicle Fluids and Lube**  
**IFB No. 2025-036**

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Regional Transit Authority and dated: September 19, 2025.

*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA:

No. 1 Dated: 9/24/25 No. 2 Dated: 10/14/25 No. 4 Dated: 10/20/25  
~~No. 3 Dated: 10/14/25~~

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Fourteen thousand eight hundred eighteen + xx/100 Dollars (\$ 14,818.00)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

NAME OF BIDDER:

Gulf Coast Oil & Supply, LLC

ADDRESS OF BIDDER:

45 Cognille Rd. Belle Chasse, LA 70037

LOUISIANA CONTRACTOR'S LICENSE NUMBER OR TAX IDENTIFICATION NUMBER: 47-1657367

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

Phil Oestriecher

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:

*Phil Oestriecher*

DATE:

10/23/25

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A) (1) (c) or RS 38:2212(O).

## UNIT PRICE FORM

**TO: Regional Transit Authority**  
 Attn: Procurement Department  
 2817 Canal Blvd.  
 New Orleans, LA 70119

**BID FOR: IFB 2025-036**  
 Vehicle Fluids and Lube

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

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ BULK Delivery			
LIN 1	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
15w-40 Motor oil, semi-synthetic	400-500	Gallons	\$7.00	\$2800 - \$3500.00 Based on Qty listed 400-500g

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ BULK Delivery			
LIN 2	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5W-30 synthetic motor oil	200	Gallons	\$6.50	\$1300.00

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ BULK Delivery			
LIN 3	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
ATF Synthetic Multi-Purpose (Allison TES 295 Approved)	100-165	Gallons	\$41.25	\$4125.00 - \$6806.25 Based on Qty listed of 100-165g

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ DRUM			
LIN 4	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
85W-140 Gear oil Conventional	55	Gallons	\$10.34	\$568.70

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ DRUM			
LIN 5	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
85W-90 Gear oil Conventional	55	Gallons	\$9.55	\$525.25

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ DRUM			
LIN 6	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Mobile Grease XHP 222 Special Multi purpose Chasis grease (or equivalent)	55	Gallons	\$26.09	\$1434.95

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ PAIL			
LIN 7	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NUTO H 32 Hydraulic Oil	5	Gallons	\$9.00	\$45.00

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ KEG			
LIN 8	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Grease NLGI-LB qualified for wheel bearings	120	LBS.	\$3.05	\$366.00

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ PAIL			
LIN 9	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
M-DTE 10 Excel 32 non-conductive	5	Gallons	\$14.85	\$74.25

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ PAIL			
LIN 10	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
M-DTE 10 Excel 15	5	Gallons	\$ 28.25	\$ 141.25

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ TOTE REFILLS			
LIN 11	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
DEF Fluid	660	Gallons	\$ 1.56	\$ 1029.60

DESCRIPTION :	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ___ BULK			
LIN 12	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
Antifreeze - HD Extended life NMOAT Ethylenglyc ol based mixed with water, ready to use -34F - 265F. With protectants from metal corrosion	400	Gallons	\$ 6.02	\$ 2408.00

All quantities are estimated.

**NOTE:** RTA reserves the right to award all of the IFB items to one technically acceptable Contractor or to split the award to two technically acceptable Contractors based on economic feasibility.

## Scope of Work

### Oil, Lubricants, and Related Fluid Supply and Waste Fluid Removal Services

#### 1. Introduction

The Regional Transit Authority (RTA) seeks a qualified vendor to provide a continuous supply of maintenance fluids and lubricants for the operation and servicing of its bus and paratransit fleet and streetcar fleets. This solicitation covers the purchase, delivery, and optional waste fluid removal of specified products. The RTA intends to establish a multi-year agreement with an initial term of four (4) years and one (1) optional renewal year, not to exceed a total contract period of five (5) years.

#### 2. General Requirements

- Delivery Timeframe: All items must be delivered within two (2) business days of order placement.
- Packaging & Delivery: Products must be delivered in the format specified (bulk tank fill, 55-gallon drums, 5-gallon pails, 120-lb kegs, or totes).
- Waste Fluid Removal Option: Vendor must provide an optional service for the collection and disposal of waste oil and antifreeze in compliance with all local, state, and federal environmental regulations.
- Product Substitution: Brand names listed are for specification purposes only; equivalent or superior products may be supplied upon RTA approval.
- Compliance: All products must meet or exceed OEM specifications for RTA fleet vehicles.

#### DEF

-Vendor will need to supply three 330-gallon totes with fill nozzles and a monitoring system.

#### 3. Product Specifications & Estimated Usage

Fluid Type	Delivery Type	Estimated Quantity & Frequency
15W-40 Motor Oil, Semi-Synthetic	Bulk Tank Fill	400-500 gallons every 2 weeks
5W-30 Synthetic Motor Oil	Bulk Tank Fill	200 gallons every 3 months
ATF Synthetic Multi-Purpose (TES 295)	Bulk Tank Fill	100-165 gallons every 2 months

85W-140 Gear Oil, Conventional	55-Gallon Drum	2 drums every 2 months
80W-90 Gear Oil, Conventional	55-Gallon Drum	2 drums every 5 months
Mobil Grease XHP 222 (or equivalent)	55-Gallon Drum	1 drum every 8 months
NUTO H 32 Hydraulic Oil	5-Gallon Pail	As needed
Grease NLGI-LB Wheel Bearings	120-Lb Keg	4 kegs every 4 months
M-DTE 10 Excel 32 Non-Conductive	5-Gallon Pail	As needed
M-DTE 10 Excel 15	5-Gallon Pail	As needed
DEF Fluid	330-Gallon Tote (x3/mo)	700 gallons Weekly
Antifreeze - HD Extended Life NMOAT Premix 50/50	Bulk Tank Fill	700 gallons every 1 month

#### 4. Optional Service

##### Waste Fluids

Vendor shall provide the option to collect and properly dispose of:

- Waste oil from RTA's bulk tanks.
- Waste antifreeze in compliance with all applicable environmental regulations.

The vendor shall furnish all necessary equipment, manifests, and documentation for regulatory compliance.

#### 5. Ordering & Invoicing

- Orders will be placed by authorized RTA staff via email or phone.
- Invoices must clearly list product delivered, quantity, delivery date, and pricing per contract.
- Pricing must remain firm for the duration of the contract unless otherwise approved through the escalation clauses in the final agreement.

#### 6. Performance Standards

- Vendor must meet the delivery timeframe for at least 98% of orders.
- Products must arrive undamaged, sealed, and in compliance with specifications.
- Waste removal (if provided) must be documented with appropriate disposal certificates.

## Bid Pricing Sheet

Pricing shall be submitted as cost per gallon. Vendor must complete the table for each contract year (Years 1-4) and the optional Year 5. Pricing shall be firm for the term indicated unless otherwise agreed upon by RTA.

Product	Delivery Type	Est. Annual Usage (Gallons)	Year 1 Price / Gallon	Year 2 Price / Gallon	Year 3 Price / Gallon Option	Year 4 Price / Gallon Option
15W-40 Motor Oil, Semi-Synthetic	Bulk Tank Fill	~13,000	7.00	7.25	7.50	7.75
5W-30 Synthetic Motor Oil	Bulk Tank Fill	~800	6.50	6.75	7.00	7.25
ATF Synthetic Multi-Purpose (TES 295)	Bulk Tank Fill	~1000	41.25	41.75	42.75	43.75
85W-140 Gear Oil, Conventional	55-Gallon Drum	~715	10.34	10.84	11.34	11.84
80W-90 Gear Oil, Conventional	55-Gallon Drum	~275	9.55	10.05	10.55	11.05
Mobil Grease XHP 222 (or equivalent)	55-Gallon Drum	~110	26.09	26.89	27.50	28.50
NUTO H 32 Hydraulic Oil	5-Gallon Pail	As needed	9.00	9.00	9.25	9.25
Grease NLGI-LB Wheel Bearings	120-Lb Keg	~480 lbs	3.05	3.15	3.25	3.35
M-DTE 10 Excel 32 Non-Conductive	5-Gallon Pail	As needed	14.85	15.00	15.25	15.65
M-DTE 10 Excel 15	5-Gallon Pail	As needed	28.25	28.25	29.25	29.50
DEF Fluid	330-Gallon Tote (x3/mo)	~36,400	1.56	1.65	1.75	1.75

\* See note for Yr3 - Yr5 on last page

\*  
\*  
\*  
Year 5  
Same as Year 4

Antifreeze - HD Extended Life NMOAT Premix	Bulk Tank Fill	~8,400	6.02	6.20	6.50	6.70
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Optional Service Pricing - Waste Fluid Removal

Service	Unit	Year 1 Price	Year 2 Price	Year 3 Price Optional	Year 4 Price Optional
Waste Oil Removal	Per Gallon	N/A	N/A	N/A	N/A
Waste Antifreeze Removal	Per Gallon	N/A	N/A	N/A	N/A

Pricing for 2 years <sup>are</sup> firm. Optional years would have to be acceptable to Gulf Coast Oil & Supply and Regional Transit Authority as neither company can predict the future economics of these products that far in the future.

Don't see a location to denote a Year 5 price. We would honor Year 4 pricing for Year 5 if agreed upon per above within 6 months of contract term renewing.

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

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

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

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

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

COMPANY Gulf Coast Oil & Supply, LLC

ADDRESS 45 Coquille Rd. Belle Chasse, LA 70037

DATE 10/23/25

  
Signature of Offeror's Authorized Representative

**BUY AMERICA**

**CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)**

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

Date 10/20/25

Signature 

Company Name Gulf Coast Oil & Supply, LLC

Title President

RTA Project No. 2025-036

NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH OF Plaquemines

Phil Oestriechar, being first duly sworn, deposes and says that:

- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of Gulf Coast Oils Supply, LLC, the Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly colluded, conspired connived or agreed with any bidder or anyone else to put on a sham bid, or refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against RTA or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any individual, for aid or assistance in securing contract above referred to in the event the same is awarded to said bidder.

Signed: [Signature]

Title: President

Sworn to me and subscribed in my presence this 23<sup>rd</sup> day of October, 2025 A.D.,

[Signature]

NOTARY PUBLIC



ADRIAN A. COLON, JR.  
Notary Public  
Parish of Plaquemines  
State of Louisiana  
Commission Issued For Life  
Bar Roll #20525, Notary ID #35542

**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 Gulf Coast Oil & Supply, LLC

ADDRESS 45 Coquille Rd. Belle Chasse, LA 70037

DATE 10/23/25



Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Phil Oestriecher, President hereby certify on  
(Name and Title of Offeror Official)

behalf of Gulf Coast Oil & Supply, LLC that:  
(Name of Offeror)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influenced an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 23<sup>rd</sup> day of October, 2025.

BY [Signature]

Witnesses: [Signature]  
(Signature of Authorized Official)

Notary  
(Title of Authorized Official)

Sworn to and subscribed before me on this 23<sup>rd</sup> day of October, 2025

Notary Public In and For ADRIAN A. COLON, JR. Parish/County  
Notary Public  
PARISH OF PLAQUEMINES  
State of Louisiana

State of \_\_\_\_\_  
Commission Issued For Life  
Bar Roll #20525, Notary ID #35542



**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 Gulf Coast Oil & Supply, LLC

Firm Address 45 Coguille Rd. Belle Chasse, LA 70037

Telephone Number 504-433-2049 504-453-9047 (cell)

Fax Number 504-433-2050

E-Mail Address PhilO@gcoilandsupply.com

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

Age of the firm 12 years

Annual gross receipts of the firm \$30 mil

Prime or Sub-Contractor Prime

NAICS code (s) 424720

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

Signature 

Title President

Date 10/23/25

RTA Project No. 2025-036

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



## DESCRIPTIONS (Continued from Page 1)

### COMMERCIAL GENERAL LIABILITY:

Policy includes automatic Additional Insured, Waiver of Subrogation, and Primary Insurance endorsements that provide this status to the Certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/16/2025

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 holder in lieu of such endorsement(s).

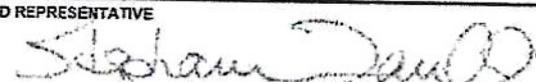
<b>PRODUCER</b> Bowles & Associates, Inc. 2804 Belle Chasse Hwy Gretna, LA 70053	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 504-362-0922      FAX (A/C, No): 504-362-8722 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Gulf Coast Oil & Supply, LLC 45 Coquille Dr Belle Chasse, LA 70037	INSURER A: Stonetrust	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WCV 0088944-2025	10/14/25	10/14/26	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Phil Oestriecher is excluded from the WC policy.						

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

<b>CERTIFICATE HOLDER</b>  <i>Will add RTA if bid is awarded</i>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**REGIONAL TRANSIT AUTHORITY**

**PUBLIC NOTICE**

**IFB 2025-036 Vehicle Fluids and Lube**

**Addendum I**

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date. 9-24-2025

**Invitation For Bid No. 2025-036 has been amended as follows:**

1. Question: Are we required to bid on waste oil removal or is it optional?  
It is optional
2. Question: The DEF line specifies three 330 gal totes per month, but also specifies 700 gals weekly. Are you requesting tote pricing, or bulk pricing that we would pump from totes?  
330 totes is what fit in the area where they are currently located. Right now our totes stay in place and they pump into the totes. The vendor would also supply the totes/ pumps/ monitors needed for this service as well.
3. Question: Our delivery window is 2-4 business days. Would this be acceptable to NORTA?  
We have an expectation of delivery within 2 days.
4. Question: Must we dispose of your waste oil?  
If you are removing the waste oil it you must dispose of it. IT is not a required bid option.
5. Question: Do you allow price adjustments during the 4 year term?  
Note the price changes on the bid sheet.
6. Question: For your full synthetic 5W30, are you looking for a DEXOS-rated oil or regular full synthetic?  
We are looking for 5w 30 synthetic
7. Question: Can the DEF delivery sites accept transport sized truck? Yes
8. Question: The bid documents state that we must provide fill nozzles for the DEF totes. Are you requesting that we provide dispensing pumps for the totes and if so, do you require electric pumps or manual pumps?  
Yes, they should be electric pumps and whatever meeting equipment is necessary for use.
9. Question: Are bidders required to bid on all items to be considered for award?  
Yes with the exception of waste oil.

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

**REGIONAL TRANSIT AUTHORITY**

**PUBLIC NOTICE**

**IFB 2025-036 Vehicle Fluids and Lube**

**Addendum II**

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date. **10-14-2025**

**Invitation For Bid No. 2025-036 has been amended as follows:**

**Please respond to the questions in RED**

9. Question: Since the industry is very volatile, it could go up at any time. If this would occur during any of the year terms, would we be able to adjust pricing. Example: If the industry had a price increase during Year 1 of the contract, would we be able to adjust the pricing before the next year kicks in?

Answer: Bid should reflect best projected cost for a 2-year contract with options for each year after.

10. Question: Does "Total Base Bid" mean just year 1 or does it mean the total of all 4 years combined?

Answer: cost breakdown for each year and a final total would suffice.

11. Question: Are all DEF totes located in the same location? Can an estimated footprint of the location be provided?

Answer: DEF totes are at one location (2817 Canal St)

12. Question: Can the spec of the 1540 be provided?

Answer: 15W-40 Motor Oil, Semi-Synthetic CJ4- for diesel engines

13. Question: Can the spec of the 1540 be provided? CI-4? CH4? CJ4?

Answer: 15W-40 Motor Oil, Semi-Synthetic CJ4- for diesel engines

14. Question: Under the Title "Bid Title Sheet", It states "the table for each contract year (1-4) and the optional year 5. Pricing shall be firm for the year indicated unless otherwise agreed upon. The table provided, lists year 1, year 2, year 3 (optional) and year 4 (optional). Please provide clarification: 1 - what is the term of the bid? is it 2- year with option to renew or 4-year with option to renew? 2 - who holds the option to renew? 3 - would a 1-year with options to renew be acceptable?

Answer: Bid should reflect best projected cost for a 2-year contract with options for each year after.

15. Question: In light of current economic conditions, how would material changes such as tariffs be addressed in a 2-4 year fixed contract? Would price changes that are reflective of the manufacturer/supplier be accepted (verification would be provided)?

Answer: Bid should reflect best projected cost for a 2-year contract with options for each year after.

16 Question: Will this be awarded as a whole or by line item?

Answer: This is to be awarded as an entire package for all line items.

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

3/15/2021

**REGIONAL TRANSIT AUTHORITY**

**PUBLIC NOTICE**

**IFB 2025-036 Vehicle Fluids and Lube**

**Addendum III**

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date. 10-15-2025

**Invitation For Bid No. 2025-036 has been amended as follows:**

**DEF FLUID IS AN ALTERNATE: (600) GALLONS**

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

10/20/2025

**REGIONAL TRANSIT AUTHORITY**

**PUBLIC NOTICE**

**IFB 2025-036 Vehicle Fluids and Lube**

**Addendum IV**

Acknowledge receipt of this addendum in the bid submission. This addendum is a part of the Contract Documents and shall be included in the Contract Documents. Changes made by the addenda take precedence over information published at an earlier date. 10-15-2025

**This addendum serves to answer vendor question/inquiry:**

Question: Could you attach the previous bid tabulation and incumbent?

**Response:** Bid tabulation details must be obtained through public records requests. Please visit:  
<https://www.norta.com/help-and-contacts/business-information/requests-for-records> to submit a request.

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

**BID TALLY SHEET**  
**NEW ORLEANS REGIONAL TRANSIT AUTHORITY**  
**IFB 2025-036 VEHICLE FLUIDS AND LUBE**  
**10/28/2025 2:00 PM**  
**BID OPENING**

COMPANY NAME	LICENSE No.	BOND	SUM PRICE
Atlantic Petroleum			\$19,391.48
Gulf Coast Oil & Supply			\$14,818.00
McPherson			\$14,983.61 \$14,855.60
Safety-Kleen			\$13,726.25
Delta Fuel			\$24,324.00
Petro Choice			\$321,306.29

Opened by: Leah LeBlanc

Witnessed by: [Signature]

Date: 10/28/25

Date: 10-28-2025

Fluid type	Delivery Type	Frequincy	Price per Unit	Yearly useage Cost	Year 1	Year 2	Year 3	Year 4	Total
15w-40 Motor oil, sem-synthetic	Bulk	400-500 gal. every 2 weeks	7	\$ 91,000.00	\$ 91,000.00	\$ 100,100.00	\$ 110,110.00	\$ 121,121.00	\$ 422,331.00
5W-30 synthetic motor oil	Bulk	months	6.5	\$ 3,120.00	\$ 3,120.00	\$ 3,432.00	\$ 3,775.20	\$ 4,152.72	\$ 14,479.92
(Allison TES 295 Approved)	Bulk	3 months	41.25	\$ 27,225.00	\$ 27,225.00	\$ 29,947.50	\$ 32,942.25	\$ 36,236.48	\$ 126,351.23
85W-140 Gear oil Conventional	55 Gal Drum	months	10.34	\$ 6,824.40	\$ 6,824.40	\$ 7,506.84	\$ 8,257.52	\$ 9,083.28	\$ 31,672.04
85W-90 Gear oil Conventional	55 Gal Drum	months	9.55	\$ 2,521.20	\$ 2,521.20	\$ 2,773.32	\$ 3,050.65	\$ 3,355.72	\$ 11,700.89
Multi purpose chasis grease (or	55 Gal Drum	months	26.09	\$ 2,152.43	\$ 2,152.43	\$ 2,367.67	\$ 2,604.43	\$ 2,864.88	\$ 9,989.40
NUTO H 32 Hydraulic Oil	5 gal. pail	As needed	9	\$ 540.00	\$ 540.00	\$ 594.00	\$ 653.40	\$ 718.74	\$ 2,506.14
wheel bearings	120 Lbs. Keg	months	3.05	\$ 4,392.00	\$ 4,392.00	\$ 4,831.20	\$ 5,314.32	\$ 5,845.75	\$ 20,383.27
M-DTE 10 Excel 32 non-conductive	5 gal. Pail	As needed	14.85	\$ 891.00	\$ 891.00	\$ 980.10	\$ 1,078.11	\$ 1,185.92	\$ 4,135.13
M-DTE 10 Excel 15	5 Gal. oail	As needed	28.25	\$ 1,695.00	\$ 1,695.00	\$ 1,864.50	\$ 2,050.95	\$ 2,256.05	\$ 7,866.50
DEF Fluid	(2) 330 Tote Refills	Every two weeks	1.56	\$ 26,769.60	\$ 26,769.60	\$ 27,037.30	\$ 29,741.03	\$ 32,715.13	\$ 116,263.05
Antifreeze – HD Extendlid life NMOAT Ethyleenglycol based mixed with water, ready to use - 34F -265F. With protectants from metal corrosion.	Bulk	400 gal every 2 weeks	6.02	\$ 62,608.00	\$ 62,608.00	\$ 63,234.08	\$ 69,557.49	\$ 76,513.24	\$ 271,912.80
TOTAL Est Per Year				\$ 229,738.63	\$ 229,738.63	\$ 244,668.50	\$ 269,135.35	\$ 296,048.89	\$ 1,039,591.37
2 year total						\$ 474,407.13			



Board Report and Staff Summary

File #: 26-020

Finance Committee

RTA1 Drydocking and Maintenance Contract Award

DESCRIPTION: Request for Authorization to Award for Drydocking & Maintenance of the RTA1 Ferry Vessel	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to award a contract for Drydock & Maintenance in response to IFB-25-043 to Hard Rock Marine Services LLC in an amount not to exceed \$418,000.00.

ISSUE/BACKGROUND:

The RTA has released a solicitation under IFB 2025-043, seeking drydocking and maintenance for the RTA1 ferry vessel which serves the Canal Street/Algiers Point ferry route.

DISCUSSION:

RTA is seeking a contractor to provide drydocking and maintenance for the RTA1 ferry vessel which services the Canal Street/ Algiers Point ferry route as per 46 C.F.R. §176.600, “[a] vessel that is exposed to salt water not more than three months in any 12-month period since the last examination must undergo a drydock (“DD”) and an internal structural examination (“ISE”) at least once every five years. The RTA1 was due to have a drydock completed by no later than November 30, 2025, in which a bare minimum drydock was completed in order to maintain its valid U.S. Coast Guard Certificate of Inspection. By doing so, RTA ensured that the RTA1 vessel remained in full compliance with all required U.S. Coast Guard rules and regulations. To complete the drydock in its entirety, preventive maintenance must be completed on the following systems: Hydraulic & Mechanical, Propulsion & Thrusters, Electrical, Pumps & Piping, and Lifesaving and Firefighting systems. RTA needs to contract a third-party facility, with drydocking capabilities, as RTA lacks the facilities to perform such tasking.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Budget. Operating Account Numbers: 01-6100-99-7610-061-07-00-00000-00000

NEXT STEPS:

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

ATTACHMENTS:

1. Board Resolution

2. Bid Documentation
3. Administrative Review
4. Procurement Summary
5. Solicitation Routing Sheet
6. Cost Estimate

Prepared By: Roberto Lopez  
Title: Director of Marine Operations

Reviewed By: Brian Marshall  
Title: Chief Transit Officer

Reviewed By: Gizelle Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

2/5/2026

Date



**RESOLUTION NO.**  
**FILE ID NO.           26-020**

**STATE OF LOUISIANA**  
**PARISH OF ORLEANS**

---

**A RESOLUTION TO AUTHORIZE CONTRACT WITH HARD ROCK MARINE SERVICES,  
LLC FOR DRYDOCKING AND  
MAINTENANCE SERVICES FOR THE RTA FERRY VESSEL**

---

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

**WHEREAS**, the Regional Transit Authority (RTA) has issued a solicitation under IFB 2025-043 to procure drydocking and maintenance services for the RTA1 ferry vessel, which serves the Canal Street/ Algiers Point route, and,

**WHEREAS**, pursuant to 46 C.F.R. §176.600, Cost Guard requires that a vessel exposed to saltwater not more than three months in any 12-month period since the last examination undergo a drydock (DD) and internal structural examination (ISE) at least once every five years, and,

**WHEREAS**, the next drydock and internal structure examination for the RTA 1 was due by November 30, 2025, necessitating the engagement of a third-party facility with drydock capabilities, as RTA lacks the infrastructure to perform such tasks, and

**WHEREAS**, funds for this contract have been allocated within the RTA Budget, with the following operating account number: 01-6100-99-7610-061-07-00-00000-00000.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, is authorized to award a contract to Hard Rock Marine Service LLC in the amount **NOT TO EXCEED \$418,000.00.**

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

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

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

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

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

AND THE RESOLUTION WAS ADOPTED ON THE \_\_\_<sup>th</sup> DAY OF MONTH, YEAR.

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

**ATTACHMENT IV  
LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO: Regional Transit Authority**  
ATTN: Procurement Department  
2817 Canal Blvd.  
New Orleans, LA 70119  
*(Owner to provide name and address of owner)*

**BID FOR: RTA 1 Dry Dock**  
**IFB No. 2025-043**

*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Regional Transit Authority and dated: November 7, 2025.

*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

No. \_\_\_ Dated: \_\_\_\_\_ No. \_\_\_ Dated: \_\_\_\_\_ No. \_\_\_ Dated: \_\_\_\_\_

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Four hundred eighteen thousand dollars Dollars (\$ 418,000.00 )

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

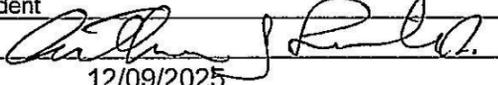
**NAME OF BIDDER:** Hard Rock Marine Service LLC

**ADDRESS OF BIDDER:** 709 Jean Lafitte Blvd, Lafitte, LA 70067

**LOUISIANA CONTRACTOR'S LICENSE NUMBER OR TAX IDENTIFICATION NUMBER:** 26-2020337

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Anthony J Lulich Jr.

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** President

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** 12/09/2025

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A) (1) (c) or RS 38:2212(O).

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

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

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

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

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

COMPANY Hard Rock Marine Service LLC

ADDRESS 709 Jean Lafitte Blvd, Lafitte, LA 70067

DATE 12/09/2025

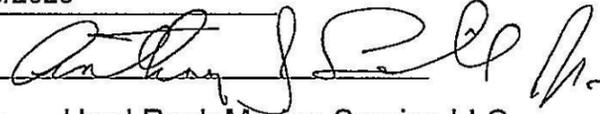
  
Signature of Offeror's Authorized Representative

BUY AMERICA

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

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

Date 12/09/2025

Signature 

Company Name Hard Rock Marine Service LLC

Title President

RTA Project No. 2025-043

NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH OF Jefferson

Anthony J Lulich Jr., being first duly sworn, deposes and says that:

- (1) He is (Owner) (Partner) (Officer) (Representative) or (Agent), of Hard Rock Marine Service, LLC Contractor that has submitted the attached bid;
- (2) Such Bid is genuine and is not a collusive or sham Bid.
- (3) The attached bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly colluded, conspired connived or agreed with any bidder or anyone else to put on a sham bid, or refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against RTA or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any individual, for aid or assistance in securing contract above referred to in the event the same is awarded to said bidder.

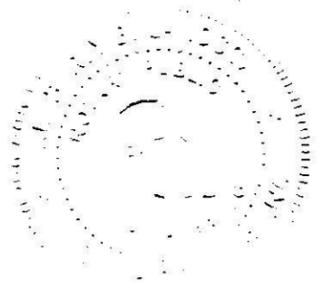
Signed: Anthony J Lulich Jr.  
 Title: Pres.

Sworn to me and subscribed in my presence this 9<sup>th</sup> day of December, A.D., 2025

Kimberly B. Lanosga  
 NOTARY PUBLIC



**KIMBERLY B. LANOSGA**  
 NOTARY PUBLIC #66776  
 STATE OF LOUISIANA  
 MY COMMISSION IS ISSUED FOR LIFE



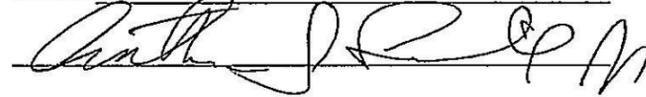
**CERTIFICATION REGARDING DEBARMENT  
SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION - LOWER TIER COVERED TRANSACTION**

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 Hard Rock Marine Service LLC

ADDRESS 709 Jean Lafitte Blvd, Lafitte, LA 70067

DATE 12/09/2025



Signature of Offeror's Authorized Representative

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Anthony J Lulich Jr. hereby certify on  
(Name and Title of Offeror Official)

behalf of Hard Rock Marine Service LLC that:  
(Name of Offeror)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 9th day December, 2025.

BY Anthony J. Lulich Jr

Witnesses: Anthony J. Lulich Jr  
(Signature of Authorized Official)

Pres  
(Title of Authorized Official)

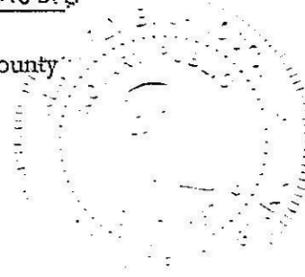
Sworn to and subscribed before me on this 9<sup>th</sup> day of December, 2025

Notary Public In and For Jefferson Parish/County

State of Louisiana Kimberly B. Lanosga



**KIMBERLY B. LANOSGA**  
NOTARY PUBLIC #66776  
STATE OF LOUISIANA  
MY COMMISSION IS ISSUED FOR LIFE



**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 Hard Rock Marine Service LLC

Firm Address 709 Jean Lafitte Blvd, Lafitte, LA 70067

Telephone Number 504-689-7302

Fax Number \_\_\_\_\_

E-Mail Address slulich@hardrockmarine.com

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

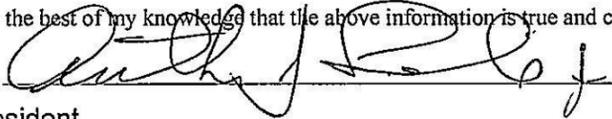
Age of the firm 12/09/2025

Annual gross receipts of the firm 5,000,000.00

Prime or Sub-Contractor Prime

NAICS code (s) 336611

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

Signature 

Title President

Date 12/09/2025

RTA Project No. 2025-043

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



# CERTIFICATE OF MARINE / ENERGY INSURANCE

DATE (MM/DD/YYYY)  
12/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAC Group of New Orleans 909 Poydras St Suite 2260 New Orleans LA 70112	CONTACT NAME: Sarah Thornton	
	PHONE (A/C, No, Ext): 504-322-4921 FAX (A/C, No): 504-210-1404 E-MAIL ADDRESS: sthornton@cacgroup.com PRODUCER CUSTOMER ID #:	
INSURED Hard Rock Marine Service, LLC 709 Jean Lafitte Blvd. Lafitte LA 70067	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Great American Insurance	16691
	INSURER B: American Longshore Mutual	
	INSURER C: Ascot /Beazley	23752
	INSURER D: Starr Indemnity & Liability	38318
	INSURER E:	

COVERAGES CERTIFICATE NUMBER:128774615 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	HULL AND MACHINERY <input type="checkbox"/> COLLISION LIABILITY <input type="checkbox"/> TOWERS LIABILITY	Y	Y	MASIHHS00834325	4/4/2025	4/4/2026	X PER SCHEDULE ON FILE INSURED VALUE \$ COLLISION (Ea occurrence) \$ TOWERS (Ea occurrence) \$ \$
D	PROTECTION AND INDEMNITY <input checked="" type="checkbox"/> CREW LIABILITY <input checked="" type="checkbox"/> JONES ACT <input checked="" type="checkbox"/> COLLISION LIABILITY <input checked="" type="checkbox"/> TOWERS LIABILITY <input checked="" type="checkbox"/> REMOVAL OF WRECK <input checked="" type="checkbox"/> IN REM	Y	Y	MASIHHS00834325	4/4/2025	4/4/2026	PER CLUB RULES X EA OCCURRENCE PER VESSEL, CSL \$ 1,000,000 COLLISION (Ea occ), CSL \$ 1,000,000 TOWERS (Ea occ), CSL \$ 1,000,000 REMOVAL OF WRECK (Ea occurrence) \$ \$ \$ \$
A	POLLUTION LIABILITY <input checked="" type="checkbox"/> OPA 90 <input checked="" type="checkbox"/> CERCLA <input type="checkbox"/> NON-OPA / NON-CERCLA	Y	Y	V-12127-25	4/4/2025	4/4/2026	EA OCCURRENCE \$ 5,000,000 \$ \$ \$ \$
	MARITIME EMPLOYERS LIABILITY <input type="checkbox"/> ALTERNATE EMPLOYER INCLUDES <input type="checkbox"/> CREW <input type="checkbox"/> EMPS <input type="checkbox"/> JONES ACT <input type="checkbox"/> DEATH ON THE HIGH SEAS <input type="checkbox"/> IN REM ENDORSEMENT	N/A					ANY ONE PERSON \$ ANY ONE ACCIDENT \$ \$ \$ \$ \$ \$

CERTIFICATE HOLDER  Regional Transit Authority ATTN: Procurement Dept. 2817 Canal Blvd New Orleans LA 70119	CANCELLATION SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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COVERAGES

CERTIFICATE NUMBER: 128774615

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
D	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> MARINE GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ship Repairers GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MASILHS00669725	4/4/2025	4/4/2026	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS-COMP / OP AGG	\$ 2,000,000	
								\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> ALTERNATE EMPLOYER USL&H ENDORSEMENT MARITIME EMPLOYERS LIABILITY OCSL ACT	N/A	Y	WC 4257042 10 00	4/4/2025	4/4/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. (Each accident)	\$ 1,000,000
							E.L. DISEASE (Ea employee)	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
								\$	
								\$	
								\$	
								\$	
B	U.S. LONGSHORE & HARBOR WORKERS COMPENSATION ACT <input checked="" type="checkbox"/> ALTERNATE EMPLOYER <input checked="" type="checkbox"/> MARITIME EMPLOYERS LIABILITY <input checked="" type="checkbox"/> OCSL ACT <input checked="" type="checkbox"/> TWM&C	N/A	Y	ALMA00538-15	4/4/2025	4/4/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. (Each accident)	\$ 1,000,000
							E.L. DISEASE (Ea employee)	\$ 1,000,000	
							E.L. DISEASE - ANN AGG	\$ 1,000,000	
								\$	
	AIRCRAFT LIABILITY <input type="checkbox"/> OWNED AIRCRAFT <input type="checkbox"/> NON-OWNED AIRCRAFT <input type="checkbox"/> PASSENGER LIABILITY						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
								\$	
								\$	
C	UMBRELLA / EXCESS LIAB / BUMBERSHOOT <input type="checkbox"/> UMBRELLA <input checked="" type="checkbox"/> BUMBERSHOOT EXCESS CLAIMS MADE <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y	Y	MAXS2410001299-06	4/4/2025	4/4/2026	EACH OCCURRENCE	\$ 4,000,000	
							AGGREGATE	\$ 4,000,000	
								\$	
								\$	
								\$	
	ENERGY CONTROL OF WELL / OPERATORS EXTRA EXPENSE <input type="checkbox"/> CARE, CUSTODY AND CONTROL (CCC) OFFSHORE OIL AND GAS PROPERTY <input type="checkbox"/> PLATFORMS <input type="checkbox"/> PIPELINES ONSHORE OIL AND GAS PROPERTY <input type="checkbox"/> OIL & GAS PROPERTY <input type="checkbox"/> CONTRACTORS EQUIPMENT NAMED WINDSTORM <input type="checkbox"/> CCC <input type="checkbox"/> OFF-SHORE <input type="checkbox"/> ON-SHORE						CSL ANY ONE OCCURRENCE (100% interest)	\$	
							ANY ONE OCCURRENCE (100% interest)	\$	
							VALUES AS SCHEDULED	\$	
							VALUES AS SCHEDULED	\$	
								\$	
								\$	
							VALUES AS SCHEDULED	\$	
							VALUES AS SCHEDULED	\$	
								\$	
							AGGREGATE	\$	
VESSEL(S):		AS PER ATTACHED SCHEDULE		<input checked="" type="checkbox"/> AS DETAILED IN THE DESCRIPTION OF OPERATIONS					
DESCRIPTION OF OPERATIONS / LOCATIONS (ACORD 101, Additional Remarks: Schedule, may be attached, if more space is required)									
NAMED INSURED SCHEDULE: . Hard Rock Marine Services, LLC . Hard Rock Drydock and Repair, LLC . Endeavor Marine, Inc. . Hungry Bend Marine Services, LLC . Lulich Barge Line, LLC . Kamp Khun Dien, LLC									
*Additional Insured, Waiver of Subrogation, Contractual, and Alternate Employer endorsements as indicated in the certificate are provided on See Attached...									



**ADDITIONAL REMARKS SCHEDULE**

AGENCY CAC Group of New Orleans		NAMED INSURED Hard Rock Marine Service, LLC 709 Jean Lafitte Blvd. Lafitte LA 70067	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

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

a blanket basis as required by written contract subject to the policy terms and conditions.

**VESSEL SCHEDULE:**

Vessel Name:  
 "LMS # 2"  
 "IMT Progress"  
 "Kamp Khun Dien"  
 "POS1"  
 "T Mike"  
 "R.A. Sims"

**MARINE GENERAL LIABILITY COVERAGE EXTENSIONS:**

- . Ship Repairers Legal Liability
- . Primary Wording as required by written contract
- . Contractual
- . Non-Owned Watercraft
- . In Rem
- . Action Over
- . Sudden & Accidental Pollution

**UMBRELLA / BUMBERSHOOT:**

- Follow form of underlying:
- . \$1,000,000 Marine General Liability
  - . \$1,000,000 Employers Liability / USLH / MEL
  - . \$1,000,000 Commercial Auto Liability
  - . \$1,000,000 Protection & Indemnity
  - . \$5,000,000 Vessel Pollution

RE: Louisiana Oilfield Anti-Indemnification Act (LSA-R.S. 9:2780)

If the Louisiana Oilfield Anti-Indemnification Act applies to your operations with our insured, we can provide a Marcel Exception endorsement. The Act, roughly interpreted prohibits the enforcement of the indemnity provisions of any oil and gas exploration or production-related contracts where LA State law would apply.

Under the Marcel Exception the insurance carrier(s) or its agent is required to invoice your company for premiums incurred to obtain an endorsement specifically naming your company as an additional insured under our general liability policy and in some cases, umbrella/excess policy. If you would like a quote to purchase the necessary endorsements under the applicable policies, please email the agency contact on this certificate.

**Regional Transit Authority  
Administrative Review Form**

Project Name: Dry Dock Maintenance

Type of Solicitation: IFB 2025-043

DBE/SBE Participation Goal: 0%

Number of Respondents: 2

<b>Prime, Primary Contact and Phone Number</b>	<b>DBE and Non-DBE Subconsultants</b>	<b>DBE Commitment Percentage</b>	<b>Price (RFP and ITB ONLY)</b>
Prime Firm: Bollinger Quick Repair, LLC Address: 615 Destrehan Ave. Harvey, LA 70058 Andrew St. Germain, Executive Vice President, CFO & Certifying Official Phone: 504-340-0621	N/A	N/A	
Prime Firm: Hard Rock Marine Service LLC Address: 709 Jean Lafitte Blvd. Lafitte, LA 70067 Anthony J. Lulich, Jr., President Phone: 504-689-7302	N/A	N/A	

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

Prime Firm Name	Required Items								
	LA Uniform Public Work Bid	Non Collusion	Debarment Prime	Debarment Lower	Restrictions on Lobbying	Buy America Compliance	Participant Info	Affidavit of Fee Disposition	Addenda
Bollinger Quick Repair, LLC	Y	Y	Y	Y	Y	Y	Y	Y	Y
Hard Rock Marine Service LLC	Y	Y	Y	Y	Y	Y	Y	Y	y

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

Vendor Name: Hard Rock Marine Service, LLC

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

## Procurement Personnel Only

Prime Firm Name	Bid Bond	Insurance	Responsiveness Determination	Responsible Determination					
				Certifications /Licenses	Facilities / Personnel	SAM.Gov	Previous Experience	Years in Business	Financial Stability
Bollinger Quick Repair, LLC	N/A	Y	N/A	N/A	Y	Y	31 Years	N/A	N/A
Hard Rock Marine Service, LLC	N/A	Y	N/a	N/a	?	Y	17 years	N/A	N/A

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

Vendor Name: Hard Rock Marine Service, LLC.

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

**PROCUREMENT SUMMARY-IFB 2025-043**

**REQUIREMENTS**

Regional Transit Authority Solicitation Request Routing Sheet with attached technical specifications was received by Procurement Department to Solicit RTA 1 Dry Dock

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

Procurement Policy:

The Independent Cost Estimate for this procurement is \$ 491,316.04 which exceeds the Small Purchase threshold of \$ 25,000.00 therefore in compliance with the Regional Transit Authority of New Orleans Procurement Policies and Procedures Manual, Section VII.B. This procurement shall be conducted through formal advertisement (competitive means).

Procurement Method:

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

**SOLICITATION**

Invitation for Bids (IFB) No. 2025-043 Public Notice was published in the The Advocate. The Public Notice and the IFB 2025-043 were posted on the RTA website beginning November 7, 2025. The IFB submittal deadline was 12/9/2025 at 2:00pm.

**IFB SUBMITTAL**

Bid Opening was held on December 9, 2025 at 2:00pm.

**DETERMINATION**

There were ( 2 ) bids were received and one was determined responsive and provided all required certifications.

**SUBMITTAL ANALYSIS**

<u>Respondents</u>	<u>Pricing</u>
Hard Rock Marine Service, LLC	\$418,000.00
Bollinger Quick Repair, LLC	\$773,379.00

Price determined fair and reasonable based on competition.

**SUMMARY**

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

Procurement department: Recommend award be made to lowest responsive/responsible bidder, to Hard Rock Marine Service, LLC. Recommendation submitted to January 2026 Board of Commissioners for approval.



## Regional Transit Authority Solicitation Request Routing Sheet

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

Solicitation ID	270
ProjectSchedule Delivery Date	November 30, 2025
Technical Specs attached	Yes
Scope of Work attached	Yes

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

**Name:** LOPEZ, ROBERTO  
**Title:** DIRECTOR OF MARINE OPERATIONS  
**Ext:** 8475

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

RTA1 Drydock

**C. Justification of Procurement:**

**Regulatory Requirement:**

Pursuant to 46 C.F.R. §176.600, “[a] vessel that is exposed to salt water not more than three months in any 12-month period since the last examination must undergo a drydock (“DD”) and an internal structural examination (“ISE”) at least once every five years.” RTA 1’s next DD and ISE must be completed by November 30, 2025 (see attached Certificate of Inspection).

**Purpose of Procurement:**

The New Orleans Regional Transit Authority (RTA) seeks to procure a qualified contractor to perform drydock and associated maintenance services for the RTA 1 passenger ferry in compliance with USCG regulations. RTA does not possess in-house facilities to perform the drydock, thus necessitating third-party services.

**Scope of Work:**

The required scope includes, but is not limited to:

Haul-out and drydock services

Hull inspection and cleaning

USCG-mandated structural inspections

Maintenance and upgrades to propulsion, steering, generator, fire suppression, navigation, and alarm systems

Inspections and replacements of key marine components

Coordination of required inspections with USCG officials

A detailed scope of work is provided in the attached documentation.



**Contractor Responsibility:**

All bidders must be capable of providing a turn-key solution for the full scope of work as defined. Bidders may subcontract portions of the scope; however, the prime contractor is solely responsible for the performance, coordination, and delivery of all work, including that of any subcontractors. Failure to perform any portion of the scope will be deemed a failure to meet contract requirements.

**Deliverables**

Drydock inspection report

As-built drawings or updates for all replaced systems

Equipment manuals and warranties

Final invoice with itemized cost breakdown

**Timeline**

Contractor to provide milestone schedule with bid submission

**Payment Terms**

Milestone-based payments as negotiated

**Bidders must:**

Clearly identify any subcontracted components

Ensure compliance with all federal, state, and maritime regulatory standards

**Conclusion:**

The selected contractor will be required to perform all aspects of the drydock and maintenance scope, whether through in-house resources or through their own subcontracting arrangements. RTA will issue a firm, fixed-price contract, and the awarded vendor must ensure full compliance with contract requirements and completion timelines to maintain vessel certification.

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**D. Certification of Authorized Grant:**

Is this item/specification consistent with the Authorized Grant?

<b>Director Grants / Federal Compliance</b>	
<b>Signature</b>	
<b>Date</b>	

---

**E. Information Technology:**

<b>IT Dept Head</b>	<b>Sterlin J Stevens</b>
---------------------	--------------------------



Signature	<i>Stevlin J Stevens</i>
Date	10/7/2025 8:42 PM

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

Additional Safety Requirements Attached:

Chief	Michael J Smith
Signature	<i>Michael J Smith</i>
Date	October 07 2025

**G. Risk Management:**

Include Standard Insurance Provisions Only?

No

Include Additional Insurance Requirements Attached ?

Risk Management Analyst	Marc L Popkin
Signature	<i>Marc L Popkin</i>
Date	October 07 2025

**H. Funding Source:**

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

Multiple Years allocation if required:

Year	Amount	Budget Code
Year-1		01-6100-99-7610-061-07-00-00000-00000
Year-2		
Year-3		
Year-4		
Year-5		
Total all years		

Independent Cost Estimate (ICE): \$491,316.04

Projected Total Cost: \$491,316.04

Funding Type: Local

Grants or Capital Project ID:

Federal Funding	State	Local	Other
		\$491,316.04	
Projected Fed Cost	State	Local	Other
		\$491,316.04	



FTA Grant IDs	Budget Codes
	01-6100-99-7610-061-07-00-00000-00000

<b>Budget Analyst</b>	Erin Ghalayini
<b>Signature</b>	<i>Erin Ghalayini</i>
<b>Date</b>	October 02 2025

**I. DBE/SBEGoal:**

% DBE	0
% Small Business	0

<b>Director Business Small</b>	Adonis Charles Expose'
<b>Signature</b>	<i>Adonis Charles Expose'</i>
<b>Date</b>	October 07 2025

<b>DBE/EECompliance Manager</b>	Adonis Charles Expose'
<b>Signature</b>	<i>Adonis Charles Expose'</i>
<b>Date</b>	October 07 2025

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

<b>Department Head</b>	Roberto Lopez
<b>Signature</b>	<i>Roberto Lopez</i>
<b>Date</b>	October 01 2025

<b>Lagal Chief</b>	Tracy L. Tyler
<b>Signature</b>	<i>Tracy L. Tyler</i>
<b>Date</b>	Friday, October 10, 2025

<b>Division Chief</b>	Brian Richard Marshall
<b>Signature</b>	<i>Brian Richard Marshall</i>
<b>Date</b>	October 07 2025

<b>Director Procurement of</b>	Ronald Gerard Baptiste
<b>Signature</b>	<i>Ronald Gerard Baptiste</i>
<b>Date</b>	October 10 2025

**FOR PROCUREMENT USE ONLY**



**Type of Procurement Request:**

**IFB - Invitation for Bid**

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

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

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

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

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

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

<b>Required if Total Cost above \$15K</b>	
<b>Chief Financial Officer</b>	<a href="#">Gizelle Johnson Banks</a>
<b>Signature</b>	<i>Gizelle Johnson Banks</i>
<b>Date</b>	<a href="#">October 15 2025</a>

<b>Required if Total Cost above \$50K</b>	
<b>Chief Executive Officer</b>	<a href="#">Lona Edwards Hankins</a>
<b>Signature</b>	<i>Lona Edwards Hankins</i>
<b>Date</b>	<a href="#">October 15 2025</a>

**Independent Cost Estimate (ICE)**

**INDEPENDENT COST ESTIMATE SUMMARY FORM**

Project Name/ Number: RTA1 Drydock

Date of Estimate: 09/12/2025

Description of Goods/Services:

RTA1 Drydock

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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 \$ 489,339.16

The preceding independent cost estimate was prepared by:

Name Roberto Lopez

---

Signature *Trebor Zepal*

#	ITEM NAME	ITEM DESCRIPTION	ICE
<b>General</b>			
	Reports	Provide daily report to LabMar representative. Provide weekly project schedule with major milestone and delivery dates.	
	Gas Free and Clean	Transfer all fuel from the vessel to holding tanks, and clean and gas free the vessel's Two (2) fuel oil tanks and engine room bilges, and return all fuel to their respective tanks upon completion of work. Diesel storage cost fuel oil tanks Cargo tank 1 port: 366 gal, max capacity Cargo tank 1 stbd: 366 gal, max capacity  Drain potable water tank and pressure wash inside tank. capacity 125 gal Drain sewage tank and clean inside tank. capacity 125 gal	\$ 12,000.00  \$ 1,000.00  \$ 2,000.00 \$ 2,000.00
	Gas Free Certificate	Provide a Marine Chemist's Certificate including Safe for Workers and Safe for Hot Work Whole vessel	\$ 1,500.00
	Competent Person	Provide the services of a competent person to maintain a daily log as required for a marine chemist gas free certificate	\$ 2,500.00
	Vessel Access	Provide service for access to and from vessel while dockside and/or in dry dock	
	Tug Service	Provide tug service to shift vessel within contractor's facility, and to shift vessel on dock as necessary to complete under water work.	
	CO2 System	Shipyard to disconnect and lock out CO2 system. Reconnect upon departure of Shipyard. 3 <sup>rd</sup> party vendor to certify CO2 system, replace hoses as necessary.	\$ 500.00
	Shore Power	Provide shore power to vessel. Hook up and disconnect shore power to vessel while on dry dock or at wet berth.	\$ 2,500.00
	Crane Service	Provide Crane service, forklift service and rigging service for the project duration.	\$ 2,000.00
	Blue drum disposal	Provide blue drums as require for Hazardous material disposal	\$ 1,000.00
	Trash Disposal	Provide a 5-yard trash tub for material disposal as required.	\$ 500.00
<b>Hull &amp; Underwater Work</b>			

Dry Dock	Dry Dock vessel, hold on dock until completion of all underwater work (maintain minimum 3-foot clearance under hull) then undock. Provide shore power to vessel at all times whether on dock or not.	\$ 5,000.00
USCG 5-year drydock / internal structure examination	Survey under water portions of the vessel and assist in inspection of all tanks and spaces and support USCG inspection. Coordinate USCG inspection, notifying customer Rep in advance of inspection dates and times.	
Propeller Surveys	Survey propellers, including dye check. Check propeller pitch, blade width, blade thickness and diameter, providing a written report for each propeller to customer Rep. Upon completion provide labor to balance wheels and polish all blades. Provide final Survey to customer Rep.	\$ 2,000.00 \$ 1,000.00 \$ 5,000.00
Propeller Blue Fit	Provide labor to check the blue fit of the Port and Starboard propellers to their respective shafts. Provide all written findings to customer Rep.	\$ 1,250.00
Tail Shafts Removal and Reinstallation	Uncouple and rig out port and starboard tail shafts from vessel. Dray to machine shop for survey/repair. Reinstall after completion of survey and/or any repairs.	\$ 3,000.00
Tail Shaft Repairs	Clean main body of the Port and Stbd tail shafts. Perform NTD (dye pin) to identify any cracks. Repair as required. Provide full survey of the Port and Stbd tail shafts, wear down, run out, and check for straightness. Report all finding to customer Rep.	\$ 2,000.00
Tail Shaft Couplings	Provide labor to rig Port and Stbd coupling out of vessel and dray to machine shop for survey/repairs. Rig back into vessel upon completion of repairs. Check for trueness/runout of the coupling face and boss. Provide all written findings to customer Rep.	\$ 1,000.00
Blue Fit Shaft Couplings	Provide labor to check the bluefit of the port and Stbd tail shaft couplings to their respective shaft. Report all written findings to customer Rep.	\$ 1,000.00
Cutlass Bearings	Renew all shaft tube & strut tube cutlass bearings. Johnson Duramax code "KIM", qty 6 reqd	\$ 10,000.00
Shaft seal/stern tube Survey	Renew p/s PSS Pro shaft seals on stern tube. 3" diam shaft, 6" shaft tube	\$ 5,000.00
Tight wire	Provide labor to manufacture, fit and weld tight wire bracket to stern of vessel on both port and Stbd side to run a taught wire to check the alignment of the of the underwater gear. Report all written findings to customer Rep.	\$ 4,000.00
Steering Rudders Removal and Reinstallation	Remove p/s steering rudder from vessel, reinstall rudders after survey and/or repairs are completed.	\$ 2,500.00
Steering System	Remove and clean all rudder linkage pins and bushings, tiller, quadrants, rams, survey and/or mic all pins, rudder trunks, bushings and rudder stocks, and provide a written report of findings to customer Rep.	\$ 1,500.00 \$ 900.00 \$ 2,700.00
Steering Rudder packing	Renew port / Stbd side Johnson Duramax "DuraBlue" bearings and bushings. Upper and lower bearings	\$ 4,200.00 \$ 4,400.00 \$ 640.00
Rudder Feedback	install shock mounts on PLC	\$ 6,000.00

Aluminum Work	Replace miscellaneous aluminum as directed by USCG or as determined by customer Rep. based on 1,000 pounds	\$	5,000.00
	Replace damaged fendering as required, crop and renew Extend lower fender to bow	\$	2,500.00
	Renew p/s stern boarding door support structure and bulwarks. Renew hinges on stern doors. Add roller guide on each door	\$	5,000.00
	Port forward handrail needs to be straightened or replaced	\$	1,500.00
Anodes	Remove and Replace all anodes. Replace as necessary	\$	2,500.00
Manholes	Remove and clean 8 @ 15x24 and 4 @ 24x24 manhole covers and on main deck, provide new gaskets.	\$	2,000.00
Air Testing	Air test all spaces to the satisfaction of the USCG inspectors and provide a written report of findings to customer Rep. Ensure that all vents are clear and venting properly.	\$	5,000.00
<b>Pumps &amp; Piping</b>			
Vents/screens	Provide labor to clean, inspect and check for proper operation on all vent/ ball checks around the vessel. 8 compartment vents Wager 150# 2.5" 2 fuel vents Wager 150# 2.5" 1 Potable Water vent Wager 150# 1.5" 1 Sewage vent Wager 150# 1"	\$	2,500.00
Reach Rods	Prove proper operation of all fuel shut-off valves. Operational test for USCG only Port / Stbd Main Eng Fuel Tank	\$	150.00
Fire Main System	Open, inspect and clean all fire main valves and fire hose valves. Open, inspect and clean all strainers. open, clean and demonstrate all seal valves for USCG. Reinstall with new gaskets. Qty 2 fire hose stations	\$	2,000.00
Fire Pumps	Open and rebuild fire pump 2 - MP 36280 Scope as per attached specification Open, clean and demonstrate all seal valves for USCG. Reinstall with new gaskets. Remove, disassemble, recondition, or replace the following: Sea suction & discharge valves and check valves. Overboard discharge qty 8 @ 2" Bilge System Overboard discharge qty 2 @ 2 1/2" Exhaust Water System Sea chest valves qty 2 @ 2 1/2" Engine cooling qty 2 @ 2" gate valve	\$	3,000.00
Valves/ and strainers		\$	7,500.00

		add 2" check valve to each generator suction below sea strainer.	\$	2,500.00
		Add strainer to each fire pump, Groco 1 1/2" 316" stainless steel with 304 stainless steel basket. Verify fire system pressure after installation	\$	5,000.00
	Sea Chest Screens	Reassemble and reinstall all valves and strainers, greasing valve stems and other fittings as needed. Prove satisfactory operation. Remove sea chest screens from the hull for inspection and cleaning of the sea chests, reinstall screens	\$	2,000.00
	Bilge Pumps & bilge piping	Inspect bilge pump qty 8 Goulds Water Technology 1DQ0511, overhaul as necessary. test bilge alarms Open, inspect and clean all bilge suction valves and bilge discharge valves. open, clean and demonstrate all seal valves for USCG. Reinstall with new gaskets. Open, inspect and clean all strainers. Test bilge system for USCG	\$	1,000.00
	Piping	inspect and replace mini hot water heater at 3 sinks due to low flow. Replace associated braided water flex lines Rheem Interket RTEK-04	\$	2,000.00
	Deck Drains	Inspect and flush out deck drains. Clean all trash in lines	\$	1,500.00
	Grey Water	Inspect and clean lines as needed		
	Vessel Sewage System	Replace 14' feet of 2" sewage discharge piping and associated fittings Renew sewage pump TorTuga-Ipro pump with electric motor Leeson Washguard Model C6C17WC3G Cat 114313.00	\$	2,000.00
			\$	7,500.00
	<b>Hydraulic &amp; Mechanical work</b>			
	Steering system	Remove all Steering hydraulic cylinders and have all rams inspected, cleaned and overhauled, replace seals with new ones of appropriate material. Renew all hydraulic hoses with double braid hoses. Reinstall all cylinders. Install new hydraulic directional control valves HD-3C6-G02-DL-B qty 2 Drain, clean and flush the vessel steering pump oil sump and hydraulic lines. Refill system with new oil Test system for leaks and proper operation.	\$	10,000.00
	<b>Propulsion Mechanical &amp; Thrusters</b>			
	Main Engine			

If A-Cat to inspect and perform work as per CCA agreement

Main Engines																													
Main Gearboxes																													
Bow thruster																													
Generator Engines																													
Hoses																													
Painting																													
Hull Blasting, Cleaning and Painting - Hull & Decks																													
Super Structure Blasting, Cleaning and painting																													
Electrical																													
Navigation electronics																													
General Alarm Switchboard																													
24 VDC system																													
Lighting																													
PSTP																													
Cameras																													

	Hikvision		\$	1,500.00
	Scope as per attached specification		\$	1,500.00
Electrical	Inspect P/A system and test all speakers. Inspect corded mic			
<b>Life Saving &amp; Fire Fighting</b>				
	3 <sup>rd</sup> party vendor to recertify all fixed and portable fire extinguishers. Scope as per attached specification		\$	1,742.08
	Wheelhouse CO2 10#		\$	1,500.00
	Cabin fwd ABC 10#			
	Cabin aft ABC 10#			
	Port Outside BC 5#			
	Stbd Outside BC 5#			
	Port Engine Room Fireboy 56# fixed system			
	Stbd Engine Room Fireboy 56# Fixed system			
	Repair and replace CO2 controls and pull stations as required.			
Fire Detection	Replace obsolete fire detection system with current available compatible system of equal specification. Scope as per attached specification		\$	28,750.00
	Fireboy Xintex Marine Safety System Elite Product # 397477-09			
C Hero Davit	Renew Rescue C Hero davit Rope with new as per manufacturer's specifications.		\$	1,100.00
Anchor	Lower anchor and replace hawser. Check function of anchor release/securing devices		\$	500.00
<b>House General</b>				
Doors	Renew all water tight/weathertight door gasket rubber. Chalk test watertight doors. renew fwd door locking mechanism - Trio Ving - Assa Abaloy			
flooring	replace flooring stbd forward area. Flexco SE-058 IMO 18x18x1/8 solid Blue Shadow		\$	3,377.70
Pilothouse	Rreplace Port & Center wiper motor and assembly Roca Motor 24V Item# 351012 W38 Wiper Motor		\$	4,543.90
replace upper deck seats	replace 13 seats		\$	5,980.00
HVAC	Inspect and clean HVAC system, recharge as necessary. Clean and blow drain lines. Replace HVAC covers inside house: 1 wheelhouse Daikin Model # FXHQ24MVJU 12 Cabin Daikin Model # FXFG24TVJU 1 Crew Room Daikin Model # FXAQ07PVJU - need directional blades		\$	2,500.00
			\$	7,800.00
			\$	5,000.00
<b>Misc. items</b>				
vendor assist	Assist vendors as needed		\$	7,500.00
<b>Shipyard total</b>				
			\$	278,041.60
<b>Vendor Total</b>			\$	169,831.30

Project Vendor Fee	\$ 33,966.26
Project total	\$ 489,339.16

# Allemand Industries, Inc.

1008 MacARTHUR AVE. HARVEY, LA.  
PHONE: 504-340-5581 FAX: 504-340-5592  
EMAIL: Marcus@allemandindustries.com

## Sales Quote

**Customer:** Labmar Ferry  
**Quote Date:** 6/6/2025  
**Quote Number:** EQ060625LF

<b>Product Brand:</b>	John Deere	<b>kWe Rating:</b>	65kWe Continuous
<b>Model:</b>	4045TFM85	<b>Hp/Rpm:</b>	N/A
<b>Product Type:</b>	Marine Generator Engine	<b>EPA:</b>	Tier 3
<b>ABS Certified:</b>	N/A	<b>Fuel Type:</b>	Diesel
<b>USCG Approved:</b>	N/A	<b>M Rating:</b>	N/A

**Engine Description:** John Deere 4045TFM85 Marine Generator Engine

**Voltage:** 120 / 208 VAC

**Generator Information:** Marathon Mariner 362PSL3124, 50 ° "C" Ambient, 60HZ, 3 Phase, Moisture Resistant Winding Coating, IP Drip Shield, Heady Duty Diode Bridge

**Voltage Regulator:** SE 350

**Control Panel:** Start stop panel

**Control Panel Options:** N/A

**Enclosure:** No Enclosure

<b>Cooling Type:</b>	Keel Cooled, Water Cooled Exhaust Manifold and Turbo
<b>Exhaust Type:</b>	Dry
<b>Air Cleaner:</b>	Standard
<b>Fuel Filter(s):</b>	Standard
<b>Silencer:</b>	SS Exhaust Flex w/ 4" MNPT
<b>Starter/ Alternator:</b>	12VDC starter no Alternator/ alternator replacement pulley
<b>Battery:</b>	Not Included
<b>Battery Charger:</b>	Not Included
<b>Fuel Tank:</b>	Not Included
<b>Skid:</b>	6" Channel Aluminum
<b>Isolators:</b>	(QTY 4) Standard Included
<b>Mouting Feet:</b>	Included
<b>Owner's Manual:</b>	(QTY 1) Print Copy
<b>Factory Warranty:</b>	2000 Hours / 2 Years (John Deere)

\*A copy of the manufacturer's warranty is available upon request.

**Additional Options (Not Included in Price):** remote panel in the wheel house

**Notes:**

**Unit Price (QTY 1):** \$ 39,213.43 USD

**Startup:** Time, Material, & Labor for Start Up Not Included In Price.

**Sales Tax:** To Be Determined - FOB Harvey, LA

**Total Price (QTY 2):** \$ 78,426.86 USD \*This does not included any applicable taxes or freight.\*

**Down Payment:** 25% Deposit of the Total Amount is Required to Accept the Order.

**Payment Terms:** Due on Reciept. Remaining Balance Due and Payable Upon Reciept of Invoice When Units are Ready in our Facility.

**Delivery:** 4 Weeks After Receipt of PO# of Order. (Delivery Times Based on Standard Inventory and Subject to Change with Availability of Equipment.)

**Terms & Conditions:** 1. Quote pricing is valid for 30 days from the date listed. A cancellation fee of 25% of the total quotation amount will apply for any orders cancelled after the order is placed and accepted by Allemand Industries, Inc.

**2. Allemand Industries, Inc, is an equipment supplier only.** All equipment to perform loading or unloading of any equipment supplied by our company is the buyer's responsibility.

**Terms & Conditions:**

**3. Allemand Industries, Inc. limits the scope of the supplies for this quotation to the equipment and services listed in our bill of material.** Unless specifically listed in our bill of material, equipment not indicated will be supplied by others. We have detailed the equipment proposed in the above bill of materials. Please review the bill of materials carefully to be certain that it meets your requirements. Our company reserves the right to correct any errors or omissions.

**4. Damage clauses for failure to meet promised shipping dates are not acceptable or binding on Allemand Industries, Inc. unless acceptable and confirmed in writing by and officer of our company.**

**5. These standard and extended terms and conditions are included in the quotation and hereby become part of the quotation.** These same terms and conditions need to be noted on any purchase order received by Allemand Industries, Inc. to process your order.

**Prepared By:**

Marcus Locue

**Thank You for the Opportunity to Quote this Equipment!**

# Allemand Industries, Inc.

1008 MacARTHUR AVE. HARVEY, LA.  
PHONE: 504-340-5581 FAX: 504-340-5592  
EMAIL: Marcus@allemandindustries.com

## Sales Quote

**Customer:** Labmar Ferry  
**Quote Date:** 5/27/2025  
**Quote Number:** EQ052725LF

<b>Product Brand:</b>	John Deere/ Kphler	<b>kWe Rating:</b>	N/A
<b>Model:</b>	4045TFM85	<b>Hp/Rpm:</b>	99HP @ 1800RPM
<b>Product Type:</b>	Marine	<b>EPA:</b>	Tier 3
<b>ABS Certified:</b>	N/A	<b>Fuel Type:</b>	Diesel
<b>USCG Approved:</b>	N/A	<b>M Rating:</b>	N/A

**Engine Description:** John Deere 4045TFM85 Marine Generator Engine, Heat Exchanged, 65EOZCJ Generator set, Voltage 120/208, 3ph,  
**Control Panel:** Kohler DEC3500  
**Control Panel Options:**  
**Enclosure:** No Enclosure  
**Cooling Type:** Heat Exchanger  
**Exhaust Type:** Wet /Dry Elbow  
**Air Cleaner:** Standard  
**Fuel Filter(s):** Standard  
**Silencer:** Standard

<b>Starter/ Alternator:</b>	12VDC
<b>Battery:</b>	12VDC
<b>Battery Charger:</b>	Not Included
<b>Fuel Tank:</b>	Not Included
<b>Skid:</b>	Not Included
<b>Isolators:</b>	Not Included
<b>Mouting Feet:</b>	Included, Set of front Feet
<b>Owner's Manual:</b>	(QTY 1) Print Copy
<b>Factory Warranty:</b>	2000 Hours / 2 Years (John Deere)

\*A copy of the manufacturer's warranty is available upon request.

### Additional Options

#### Notes:

**Unit Price (QTY 1):** \$43,144.55

**Startup:** Not Included

**Sales Tax:** To Be Determined - FOB Harvey, LA

**Total Price (QTY 2):** \$ 86,289.10 USD \*This does not included any applicable taxes or freight.\*

**Down Payment:** 25% Deposit of the Total Amount is Required to Accept the Order.

**Payment Terms:** Due on Reciept. Remaining Balance Due and Payable Upon Reciept of Invoice When Units are Ready in our Facility.

**Delivery:** 18-20 Weeks After Receipt of Order. (Delivery Times Based on Standard Inventory and Subject to Change with Availability of Equipment.)

### Terms & Conditions:

**1. Quote pricing is valid for 30 days from the date listed.** A cancellation fee of 25% of the total quotation amount will apply for any orders cancelled after the order is placed and accepted by Allemand Industries, Inc.

**2. Allemand Industries, Inc, is an equipment supplier only.** All equipment to perform loading or unloading of any equipment supplied by our company is the buyer's responsibility.

**Terms & Conditions:**

**3. Allemand Industries, Inc. limits the scope of the supplies for this quotation to the equipment and services listed in our bill of material.** Unless specifically listed in our bill of material, equipment not indicated will be supplied by others. We have detailed the equipment proposed in the above bill of materials. Please review the bill of materials carefully to be certain that it meets your requirements. Our company reserves the right to correct any errors or omissions.

**4. Damage clauses for failure to meet promised shipping dates are not acceptable or binding on Allemand Industries, Inc. unless acceptable and confirmed in writing by and officer of our company.**

**5. These standard and extended terms and conditions are included in the quotation and hereby become part of the quotation.** These same terms and conditions need to be noted on any purchase order received by Allemand Industries, Inc. to process your order.

**Prepared By:**

Marcus M. Locue

**Thank You for the Opportunity to Quote this Equipment!**



Sewart Supply, LLC  
 1556 Destrehan Ave.  
 Harvey, LA 70058  
 504-348-7777

## SERVICE QUOTATION

Service Order Number	
1087927	
Order Date	Page
6/16/2025 09:16:23	1 of 2

Quote Expires On 7/16/2025

**Customer ID:** 17446

Requested By: Eric Madison

**Bill To:**

LabMar Ferry Services, LLC  
 7320 Patterson Drive  
 New Orleans, LA 70131  
 504-309-9789

Attn: Donna Ciulla

**Ship To:**

MV RTA1

<b>PO Number</b>					<b>Taker</b>				
					AROJAS				
<b>Quantities</b>					<b>ItemID</b>	<b>Pricing UOM</b>	<b>Unit Price</b>	<b>Extended Price</b>	
<b>To Service</b>	<b>Requested</b>	<b>Allocated</b>	<b>UOM Unit Size</b>	<b>Disp.</b>					<b>Item Description</b>

**Order Note:** Quote for routine inspections

\*\*\*\*\*Service Item\*\*\*\*\*

1		EA		MGX513621A		575.5300	575.53
			1.0	S1033553 Marine Gear			

**Serial Number:** 2349181

\*\*\*\*\*Service Part\*\*\*\*\*

1.00	0.00	EA		A2916JT	EA	22.0281	22.03
			1.0	O'Ring	1.0		
1.00	0.00	EA		SK50	EA	50.0000	50.00
			1.0	Service Kit	1.0		
25.00	0.00	EA		MIL	EA	2.5000	62.50
			1.0	Mileage Charges	1.0		

\*\*\*\*\*Service Labor\*\*\*\*\*

3.00	3.00	HR		ML	HR	147.0000	441.00
			1.0	Mechanic Labor	1.0		

\*\*\*\*\*Service Item\*\*\*\*\*

1		EA		MGX513621A		575.5300	575.53
			1.0	S1033553 Marine Gear			

**Serial Number:** 2349182

\*\*\*\*\*Service Part\*\*\*\*\*





Sewart Supply, LLC  
 1556 Destrehan Ave.  
 Harvey, LA 70058  
 504-348-7777

## SERVICE QUOTATION

Service Order Number	
1087927	
Order Date	Page
6/16/2025 09:16:23	2 of 2

Quote Expires On 7/16/2025

**Customer ID:** 17446  
 Requested By: Eric Madison

Quantities					ItemID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
To Service	Requested	Allocated	UOM Unit Size	Disp.				
	1.00	0.00	EA		A2916JT O'Ring	EA 1.0	22.0281	22.03
	1.00	0.00	EA		SK50 Service Kit	EA 1.0	50.0000	50.00
	25.00	0.00	EA		MIL Mileage Charges	EA 1.0	2.5000	62.50
*****Service Labor*****								
	3.00	3.00	HR		ML Mechanic Labor	HR 1.0	147.0000	441.00

Total Lines: 2

**SUB-TOTAL:** 1,151.06  
**TAX:** 112.26  
**AMOUNT DUE:** 1,263.32  
*U.S. Dollars*



Voice: (985)385-1975  
 Fax: (985)385-1970

Quote Number: 2506BL-019  
 Quote Date: Jun 17, 2025  
 Page: 1

**Quoted To:**  
 LabMar Ferry Services, LLC  
 7320 Patterson Drive  
 New Orleans, LA 70131  
 504-309-9789

RTA 1  
 PA & GA System

Customer ID		Good Thru	Payment Terms	Sales Rep	
LABM		7/17/25	Net 30 Days	LBLAINE	
Quantity	Item	Description		Unit Price	Amount
1.00	MISCM	Navigation / Radar / General Alarm Inspection		2,500.00	2,500.00
1.00	MISCM	Switchboard / PSTP Inspection		2,000.00	2,000.00
1.00	MISCM	Camera Maintance		1,500.00	1,500.00
1.00	MISCM	Fix TV System		1,500.00	1,500.00
24.00	LABOR	Labor - ST		100.00	2,400.00
600.00	TRAVEL	Travel Mileage - Algiers		2.00	1,200.00
<p><b>** Standard Terms &amp; Conditions:</b></p> <ol style="list-style-type: none"> <li>1. This proposal is valid for 30 days.</li> <li>2. The above prices are quoted FOB factory. Domestic &amp; international freight; duties; taxes and broker fees will be an added cost.</li> <li>3. All equipment demonstrated dock side. Sea trials not included.</li> <li>4. Shipyard is responsible for all welding, penetrations, stands and carpentry for all equipment.</li> <li>5. Terms net 30 days unless prior arrangements are made.</li> <li>6. If a job falls on holidays or requires overtime, these additional charges will be billed upon completion of job.</li> <li>7. Change orders will be signed before any changes in equipment or installation can take place.</li> <li>8. All installation will be "Time and Material".</li> <li>9. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the institution without prior permission from Star Tech Marine Electronics, LLC.</li> </ol>					

Rebecca Keppers  
 Executive Sales Administrator

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

Subtotal	11,100.00
Sales Tax	
<b>TOTAL</b>	<b>11,100.00</b>

SIGNATURE:

DATE:

Should the signature page of this contract be sent by fax or email, it will be considered an original lawful signature copy by the parties of this contract.



**From** Hiller New Orleans Marine  
 401 Commerce Point  
 Harahan LA 70123  
 5047360008  
 hillerfire.com  
 F-2641

**Quote No.** 2118693  
 Type Inspection  
 Prepared By Blane Murray  
 Created On 06/14/2025  
 Valid Until 07/14/2025

**Quote For** HILLER COMPANIES 014  
 HSH MARINE  
 RTA 1  
 401 Commerce Point  
 Harahan LA 70123-3201

## Description of Work

\*\*Attn: \*\* Eric Madison

The Hiller Companies is pleased to provide the following proposal for review for performing the Annual Inspection of the Fire Safety Equipment:

- 1.Fire detection
- 2.Fix Clean Agent
- 3.Portable Extinguishers

\*\*Added Scope: All\*\* \*\*deficiencies, deviations, repair/replacement parts, and shipping are additional to this proposal and will require customer approval before performing any additional work not covered by this proposal.\*\*

**Note:**

1.Travel Charge is based on 1 round trip of vessel's location within 75 miles and is calculated for the inspection only.

This proposal does not include rigging, fork-truck, launch service and crane support that may be required.

\*\*Contact: Patrick Ubas -Service Manager via (504) 736- 0008 or Lacey Musgrove \*\*

\*\*Email: [patubas@hillercompanies.com](mailto:patubas@hillercompanies.com) / [lmusgrove@hillercompanies.com](mailto:lmusgrove@hillercompanies.com) \*\*

Normal working hours are 7:am to 4:pm, Monday thru Thursday. Any work done outside of these hours are considered overtime.

## Services to be completed

[Marine Service] Location - Building **ANNUALLY**

Annual Inspection

Estimated Completion: 06/01/2026 to 06/30/2026

<b>SUBTOTAL</b>	\$1,720.00
<b>TAX @ 9.2%</b>	\$22.08
<b>GRAND TOTAL</b>	<b>\$1,742.08</b>

## Terms and Conditions

Approval indicates acceptance of Hiller's Terms and Conditions found here [<https://hillerfire.com/terms-and-conditions-construction-1/>](<https://hillerfire.com/terms-and-conditions-construction-1/> "https://hillerfire.com/terms-and-conditions-construction-1/")

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



# HYDRA FORCE

LLC  
HYDRAULICS ⚡ ELECTRICAL

# QUOTATION

Quote Number: 25-1104  
Quote Date: Jun 12, 2025  
Page: 1

1910 Engineers Road  
Belle Chasse, LA 70037

Voice: 504-391-1065  
Fax: 504-391-3402

Quoted To:
LabMar Ferry Services, LLC 7320 Patterson Drive New Orleans, LA 70131

Customer ID	Good Thru	Payment Terms	Sales Rep
LABF01	7/12/25	Net 30 Days	

Quantity	Description	Unit Price	Amount
	MV Passenger Ferry * This quotation does not include shipping/freight, travel time, mileage or applicable sales tax. * This quotation does not include any labor for cylinder disassemble, inspection, repair or reassemble and any cost of hard parts needed for cylinder repair.		
2.00	Field Labor: (1) day x (2) techs x (8) hours each -Remove (2) cylinders, pump out, drain & clean (2) hydraulic tanks and replace (8) hydraulic hoses w/ fittings	868.00	1,736.00
2.00	Field Labor: (1) day x (2) techs x (8) hours each -Reinstall (2) cylinders, hose up, fill tanks and replace (2) valves	868.00	1,736.00
2.00	Spin On Filter	15.10	30.20
8.00	3/4" x 20" Hydraulic Hose w/ FJX	69.65	557.20
2.00	Control Valve	375.00	750.00
1.00	Drum of Hydraulic Oil - HS 68	3,182.35	3,182.35

Subtotal	7,991.75
Sales Tax	
<b>TOTAL</b>	<b>7,991.75</b>

# Quotation

\*Power Specialties, LLC  
 325 Chennault Street  
 Morgan City, LA 70380  
 PH# (985) 384-8580 FX# (985) 385-6903

Quote Number:  
 RTA1FERRY

Quote Date  
 Jun 17, 2025

Page:  
 1

**Quoted to:**

LABMAR FERRY SERVICES, LLC  
 7320 PATTERSON DRIVE  
 NEW ORLEANS, LA 70131  
 USA

LABMAR FERRY SERVICES, LLC  
 FERRY RTA1  
 QUOTED TO: ERIC

Customer ID	Good Thru	Payment Terms	Sales Rep
12088	7/17/25	Net 30 Days	<b>MARK LEGER</b>

Quantity	Item	Description	Unit Price	Extension
		PARTS AND LABOR TO OPEN, INSPECT AND CHANGE SEALS IS NEED BE ON: (2) MP HHLF H.O. MODEL 36280 BRONZE FITTED 2X2 FIRE PUMPS		
2.00	KITHHLF	MP HHLF 36280 SEAL KIT (IF NEEDED)	395.00	790.00
12.00	Z9ONBOARD LABOR	ONBOARD VESSEL LABOR	105.00	1,260.00
200.00	Z9 MILEAGE	MILEAGE	2.15	430.00
			<b>Subtotal</b>	2,480.00
			<b>Sales Tax</b>	
			<b>Total</b>	2,480.00



Labmar Ferry  
Richard Heausler

6/23/2025

Richard,

We are pleased to provide the following quote with two options:

**Option 1**

Line Item	Location	Description	Qty
1		2p Gemini with cosmetic inserts (Color RAL 5017 BLUE) and no baseframes or legs	13

<b>Vessel Seating Cost</b>	<b>\$ 5,980.00</b>
----------------------------	--------------------

**Option 2**

Line Item	Location	Description	Qty
1		2p Amalfi with cosmetic inserts (Color RAL 7012 Gray) and anodize aluminum baseframe and legs	13

<b>Vessel Seating Cost</b>	<b>\$ 8,923.85</b>
----------------------------	--------------------

Terms: 50% at time of PO and balance before shipping  
 FOB: Chicago, IL  
 Ship date: 12 weeks from receipt of PO & approval of drawings/layout.  
 Validity: Price is valid for POs received 90 days from the date of quote.

Thank you for the opportunity to quote on this project.

Sincerely,

Kevin Chan  
Business Unit Manager, Marine

***This quotation is inclusive of all known tariffs/duties at date of creation. Any increases to tariffs/duties that affect this quotation after this date will impact this quotation and any associated Purchase Orders related to this quotation as any increases shall be the responsibility of the customer.***



6316 Humphreys St.  
New Orleans, LA 70123  
504-488-5731

# QUOTATION

Order Number	
3336965	
Order Date	Page
06/25/2025 12:36:28	1 of 1

Quote Expires On: 07/25/2025

**Bill To:** 134022  
Labmar Ferry Services LLC  
7320 Patterson Dr  
NEW ORLEANS, LA 70131  
504-309-9789

**Ship To:** Labmar Ferry Services LLC  
7320 Patterson Dr  
NEW ORLEANS, LA 70131

PO Number					Ship Route	Taker			
RTA-1 Ferry project					UPS	Todd Jarrell			
Quantities					Item ID   Manufacturer Part No	Pricing UOM	Unit Price	Extended Price	
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size			

**Order Note:** FOB Ex Works Washington  
Delivery: 8 weeks ARO  
Prices do not include power or control wiring or hydraulic plumbing

Special order and not returnable

2	0	2	EA	1.0	12 TRAC THRUSTER   12 TRAC THRUST 12 TRAC AC THRUSTER ASSY ALUMINUM	EA	1.0	10,295.0000	20,590.00
2	0	2	EA	1.0	10 OR 12 TRAC   10 OR 12 TRAC 10 OR 12 TRAC THRUSTER MOUNTING KIT	EA	1.0	0.0200	0.04

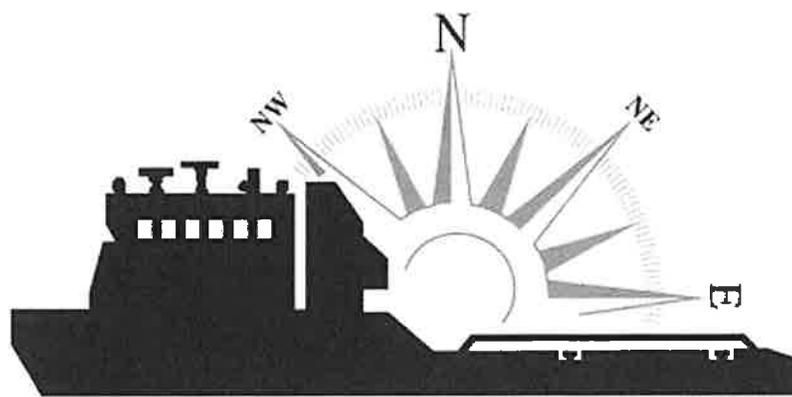
Total Lines: 2

**SUB-TOTAL:** 20,590.04  
**TAX:** 2,059.00  
**AMOUNT DUE:** 22,649.04

Disp: B=Backorder, D=Direct Ship, S=Special Order, C=Cancel, H=Hold

U.S. Dollars

*Quoted pricing is subject to change at any given time depending on any additional tariffs levied on imported goods.*



**BEIER**  
Integrated Systems



**9001:2015  
CERTIFIED**

Estimate for Seering System Upgrade

**LABMAR FERRY**

**RTA 1**

**Quote No. BIS16325DL Rev0**

**Tuesday, 15 July 2025**

***NOTE: This proposal supersedes and voids all previous proposals for this project***

**Beier Integrated Systems**

516 J F Smith Avenue Slidell, LA 70460

Phone: (504) 341-0123 Fax: (504) 348-2007

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

**CONFIDENTIAL DOCUMENT**



**INTRODUCTION**

LABMAR FERRY  
7320 Patterson Drive  
New Orleans, Louisiana 70131

Attn: Eric Madison  
PH 337-316-2258

Re: RTA1 Steering Upgrade

Dear Eric,

We greatly appreciate the opportunity to provide you with this estimate and look forward to working with you in this project and others in the future. This estimate is based on attached technical proposal and includes:

- Steering System Upgrade

After examination, please feel free to contact me anytime with any questions you may have.

Kindest Regards,

David M. Lirette, Sr.  
Executive VP of Engineering & Estimating  
Beier Integrated Systems



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**PRICING SUMMARY**

<b>Beier Integrated Systems Project Management Consisting of:</b>		<b>Option:</b>
Full Responsibility for Complete System Integration of Beier Supplied Equipment	Included	
Engineering and System Design of Beier Supplied Equipment	Included	
CAD Drawing of Beier Supplied Equipment	Included	
<b>Modifications and Upgrades to the Steering Control System</b>	<b>\$84,064</b>	
Beier will provide labor and materials to move the panels as identified in Section 2.0 of the attached technical proposal.	Included	
Beier will provide field service technicians to do a full system check. All hydraulic settings will be verified	Included	
Project Management	Included	
❖ Any hot work required on the vessel is excluded from this proposal		
❖ Additional material and labor shall be billed at Beier Integrated Systems standard rates	T&M	
❖ Travel time, mileage, and travel expenses are not included and shall be billed additionally at Beier Integrated Systems standard rates.	T&M	

- Price Validity: 30 days Expiring on 08/15/2025
- FOB Gray LA.
- All Sales subject to Beier Radio Terms & Condition of Sale as attached.
- Tentative Delivery: 16-18 Weeks ARO
- Delivery shall be based on a mutually agreed upon schedule.
- Estimate is subject to final clarification meeting.
- NOTE: 12VDC/24VDC/120VAC/240VAC Ships Supply unless otherwise specifically stated in this proposal.
- Any additional equipment required to meet class, flag state, or customer operational requirements shall be provided at time and materials.
- Labor quoted in this estimate does not include overtime or holidays.
- Additional labor shall be billed at Beier Integrated Systems standard rates.
- Travel time, Mileage, lodging, and subsistence are not included and shall be billed at Beier Integrated Systems standard rates.
- Beier reserves the right to change pricing if cost increases due to future tariffs or other events outside of Beier’s control that affect pricing
- All quoted prices exclude any current or future tariffs, import duties, or government-imposed fees. Should any such charges occur related to the provided products or services, the customer will be solely responsible for their payment
- Prices and Delivery times: The Covid-19 pandemic has created a sudden shortage of many raw materials and parts for industry all around the world. The prices and delivery times stated in this offer are based upon best information available at the time. During this period of shortages, Beier Integrated Systems will do all that it reasonably can to maintain the prices and delivery times contained in this offer, but such prices and delivery times are offered strictly subject to confirmation by Beier Integrated Systems at the time of order.
- We are operating in unprecedented times, until we have a commitment to purchase and a firm shipping date, pricing is subject to change.



**BEIER INTEGRATED SYSTEMS TERMS & CONDITIONS OF SALE**

**For the supply of Communication & Navigation Equipment, BEIER IVCS4000 –Integrated Vessel Control Systems, IVMS 4000 Integrated Vessel Monitoring System, Engine Controls and Steering Systems**

The attached proposal is presented under the following terms and conditions.

**Applicability:**

These Terms and Conditions are an essential part of the offer to sell equipment or services by Beier Integrated Systems, (herein after referred to as Beier). Such offer to sell is expressly conditioned upon the acceptance of these Terms and Conditions by the purchaser (herein after referred to as Owner) of such equipment or services. All sales are expressly conditional on Owner's agreement to the standard terms and conditions proposed herein. No additional or different terms apply unless expressly agreed to in writing by Beier. No sales representative of Beier has authority to alter, vary, or waive any of the foregoing standard conditions. Beier hereby gives notice of its objection to any different or additional terms. Acceptance of or payment for any of the goods constitute Owner's agreement to Beier's terms and conditions.

**1) Acceptance of Offer:**

Beier requires either a signed acceptance of our proposal or a written Purchase Order that specifically includes these terms and conditions as part of the order.

**2) Validity of Proposal:**

Thirty (30) days from date of proposal, unless stated otherwise, for delivery within twelve (12) months of receipt of order.

**3) Freight:**

F.O.B. Gray, LA, USA unless specifically stated otherwise.

**4) Delivery:**

- a. Delivery Date: Beier will deliver the equipment on this date. This may be a specific date or schedule of dates as stated in our proposal. Refer to Technical Information on page 5
- b. Acceptance of Delivery: It is the Owner's responsibility to inspect all equipment immediately upon receipt. Owner must notify Beier within ten (10) days of any problems with the equipment or it shall be deemed accepted.
- c. Delayed Delivery: If Owner cannot accept delivery of the equipment on the specified delivery date, Beier will warehouse and insure it at no charge for thirty (30) days. After thirty (30) days Beier will ship this equipment to Owner or a warehouse of Owner's choice.
- d. Warehouse Fee: If Owner is unable to accept delivery after thirty (30) days and does not specify a warehouse location, Beier will continue to warehouse this equipment for Owner for a fee of .25% (¼%) of the contract price per month until Owner is able to take delivery.
- e. Insurance: If Beier personnel deliver equipment, Beier will insure it. Insurance for equipment shipped via common carrier, is Owner's responsibility and expense.

**5) Payment Terms:**

- a. Invoice Date: The original delivery date is the invoice date of this contract. Delivery delays caused by Beier or its vendors will delay the invoice date accordingly. Delivery delays caused by the vessel, shipyard or third parties do not affect the invoice date unless Beier is notified in time to delay shipment from its vendors.
- b. COA: The terms of the sale are Cash on Award (COA) unless Owner obtains credit approval from Beier's Credit Department.



- c. **Payment Terms:** Payment is due net on receipt of invoice unless specifically stated otherwise.
  - 1. 30% due at time of award.
  - 2. 60% due when ready to ship. Must be paid prior to delivery.
  - 3. 10% due upon completion of sea trialsOr other mutually agreed terms
  
- d. The payment terms provided in this offer are subject to credit approval at the time of award. Credit approval will be provided by Beier's CFO prior to acceptance of the Customer's Purchase Order.
- e. **Late Charges:** A late charge, equal to 1% of Owner's outstanding balance, will be charged per month if payment is made after thirty (30) days from invoice date.
- f. **Collection Fee:** Owner agrees to pay attorney fees, if placed for collection, 30% of claim or \$4,000.00 whichever is greater.
- g. **Holdbacks:** Holdbacks are not allowed and will be treated as late payments unless specifically agreed to in writing by an officer of Beier.
- h. **Timely Payment:** Beier Radio shall submit all invoices in accordance with the milestone schedules set forth. All invoices shall be paid in full, within thirty (30) days of submission by Beier Radio ("Due Date"). Beier Radio shall have the right to suspend all Work until such time as all outstanding invoices are paid that are past due more than five (5) business days after the Due Date. Any completion deadlines or time is of the essence clauses shall have no effect during the suspension and shall be extended for as long as the outstanding payment remains unpaid in full. Beier Radio shall not be penalized or responsible for any delays that occur as a result of its Work that is suspended for delayed payment under this provision.
- i. The Owner hereby grants to Beier a security interest in the product shipped to the Owner until all payments under the terms of sale shall have been made in full and until all other terms of sale have been fully performed by Owner. Owner hereby authorizes Beier to execute on its behalf and file in any appropriate office all documents necessary to evidence such security interest.

**6) Taxes and/or Additional Charges:**

The prices shown do not include any sales, use or other taxes or charges payable to state or local authorities. Any such taxes or charges now or hereafter imposed with respect to sales or shipments hereunder will be added to such prices and the Owner agrees to reimburse Beier for any such taxes or charges.

**7) Warranty and Non-Warranty Policy**

**IVCS4000 Integrated Vessel Control Systems, Engine Controls, Engine Monitoring and Steering Systems**

- a. **Warranty for Beier Manufactured Products**
  - i. **Warranty:** Travel, labor, and expense are billable but the labor (work time only) onboard the vessel is provided at no charge for twelve months. Parts are provided at no charge for 12 months.
  - ii. **Non-Warranty:** The following issues are "not" covered under the warranty and are billable at prevailing standard rates.
    - 1. Operator error or physical, water, and electrical damage, which damages did not result from the Work or breach of a warranty of Beier.
    - 2. Delay time traveling to and from or on the vessel, which delay is attributable to some act or omission of shipyard or Vessel.
    - 3. Overtime and Holidays.
    - 4. Problems caused by other equipment interfaced to Beier manufactured equipment.

**Warranty Start Date:** The warranty start date is the date the system is signed off as operational by the Beier Product Manager regardless of any other problems or delays the vessel may have or, six (6) months from the equipment delivery date, whichever comes first.



- iii. Sensors: Beier Radio does not warranty sensors. Only the sensor manufacturers' warranty is offered.
- b. Warranty for Products Manufactured by Others
  - i. Warranty: Beier agrees to process all warranty claims for products manufactured by others, but in the event that the manufacturer determines that the product is not covered by the manufacturer's warranty, or that certain labor, expense and materials are not covered, then shipyard or Vessel is responsible to Beier for all labor, material and expenses related to the repair work. Beier will transfer to shipyard or owner any manufacturer's warranties for Products installed by Beier to the extent these warranties are transferrable.

**8) Consequential Damages**

- a. Beier is not liable for any incidental or consequential damages incurred as a result of any defect in any equipment sold herein. Beier obligation is limited to warranty of the equipment as stated herein.
- b. Owner acknowledges that equipment supplied by Beier is an "Aid to Navigation" and is required to have a qualified person standing by while equipment is in use.

**9) Pre-Installation of Equipment:**

- a. Initial Planning Meeting: Owner will provide an Initial Planning Meeting for their Project Managers and Beier's Project Managers.
- b. Project Management: Beier will assign a Project Manager for this project. All communications should be made through this manager.
- c. Equipment Placement: Beier will provide assistance for the proper placement of equipment. Once the equipment placement is determined and cables are run to that location any changes will be billable.
- d. Vessel Drawings: Vessel Drawings: Owner will provide two (2) sets of appropriate vessel drawings to Beier at least thirty (30) days prior to installation or at the Kick-Off meeting, whichever comes first. Drawings are to include all cable raceways, penetrations, power sources, masts and any area where equipment will be mounted.
- e. Equipment Drawings: Beier will provide one (1) line drawings within six weeks after receipt of order.

**10) Installation of Equipment**

- a. Penetrations: Shipyard will make all penetrations and provide all penetration glands. Shipyard will seal all penetrations after installation is complete.
- b. Fabrication: Shipyard or owner will provide all fabrication, equipment mounting holes, drilling, tapping, burning, welding and carpentry. Beier will provide templates for all antennas and equipment footprints.
- c. Ceilings & Walls: Removal of ceilings and walls is not part of our installation proposal unless specifically stated otherwise.
- d. Cables: Shipyard or owner is responsible to, unless specifically stated otherwise, supply, pull, cut in, band, and terminate all cables for equipment supplied in this proposal including but not limited to:
  - Auto-pilot & Rudder Feedback, Acoustic System, DP & 3 Axis Joystick Steering System, Thrusters, Engine Controls and Monitoring System
- e. Mounting Equipment: Shipyard or owner is responsible, unless specifically stated otherwise, to move the equipment onto the vessel, to lift into place all large items and mount all equipment.
- f. Non-Beier supplied Equipment: Owner is responsible for cost associated with the installation of all non-Beier supplied equipment.



**11) Dock Trials and Sea Trials:**

- a. Dock Trial: A successful dock trial is required prior to beginning sea trials. Dock trials usually take one day.
- b. Sea Trials: Sea Trials for the IVCS4000 require a minimum of one (1) day and possibly more. This time depends on the accuracy of information about the vessel and its control and propulsion systems as provided to Beier by customer and their other vendors. Sea trials of the IVSCV4000 will continue until the system is proven to work properly.
- c. Delays: Owner is responsible for delay expenses if the vessel or its other systems are not able to continue once sea trials are started.
- d. Vessel & Environmental: The vessel should be at operating draft. The winds must be calm and there should be no current.
- e. Holidays: Holidays are not included in the cost of sea trials and will be invoiced extra.

**12) Training & Instruction:**

Beier will provide demonstrations, training and hands on operation as part of the Dock Trials and Sea Trials. Additional training is available at Beier’s Nautical training facility in Gray, LA for a fee.

**13) Vessel Delays:**

Once the installation schedule is set, changes may cause conflicts with other Beier contracts. If the installation schedule is changed by Owner, Beier does not guarantee that it will be able to accommodate that change.

**14) Safety:**

Beier Radio shall have the right to suspend its work on Property if it believes in good faith that its employees and contractors are exposed to unsafe or unhealthy working conditions. Any completion deadlines or time is of the essence clauses shall have no effect during the suspension and shall be extended for as long as the identified conditions exist. Any workplace safety or health violations deemed serious by OSHA shall constitute automatic grounds for suspension until such time as the conditions are rectified in accordance with applicable standards. Any workplace safety or health conditions deemed unsafe by Beier Radio shall likewise provide a basis for a suspension of Beier Radio’s Work. Beier Radio shall not be penalized or responsible for any delays that occur as a result of its Work that is suspended for safety or health considerations under this provision. Beier Radio shall provide notice and/or onsite supervisors as soon as practicable of any conditions that it believes in good faith warrant suspension of work or corrective action.

**15) Governing Law:**

Any sale resulting from the accompanying proposal shall be governed by the laws of the State of Louisiana.

**16) Indemnity:**

Owner and Beier agree that with respect to all claims, demands, and causes of action, suits or other litigation concerning injury to or death of a person, or damage to property of Owner, in any way arising out of, associated with or related to work performed by Beier: Owner shall be responsible for, and shall defend, indemnify and hold Beier harmless against Owners negligence (whether sole, comparative, contributory or concurrent) and Owner’s liability without fault; and Beier shall be responsible for and shall defend, indemnify, and hold Owner harmless against Beier’s negligence (whether sole, comparative, contributory or concurrent) and Owner’s liability without fault.

**17) Forces Majeure:**

Any delay by Beier in furnishing equipment or services pursuant to this proposal shall be excused and Owner shall take no action against Beier for consequential, liquidated or actual damages, if such delays are beyond Beier’s control. Such causes include but are not limited to Acts of God or the public enemy, acts of foreign or domestic governments, acts of terrorists, wars, fire, earthquakes, floods, labor disturbances, strikes, severe weather or delays or defaults of subcontractors. If such a delay occurs a new delivery date will be



set. If the delay continues for a period of six (6) months Beier may terminate the agreement without further liability

**18) Complete Agreement:**

Should a sale result from the attached proposal, that proposal, any attachments thereto and these Terms & Conditions shall constitute the entire agreement. No additions or changes will be binding unless made in writing and signed by both parties.

**19) Technical Information:**

The contract delivery date is conditioned upon Beier receiving all necessary technical information (completed Vessel Data Sheet) within 30 working days of signing this contract. The Owner is responsible to ensure that this information is provided to Beier, directly or by Owners' agents or subcontractors. If this information is not provided to Beier within 30 working days, delivery may be delayed, with no fault or penalty to Beier.

**20) License Agreement:**

The software provided for the IVCS4000 is provided on a per vessel basis. Customer acknowledges that he/she may not copy this software or use it for any other vessel or purpose.

**21) Marketing:**

Owner agrees to allow Beier to use photos of this vessel, the Beier equipment installed on this vessel and the owners name, as a customer, in its advertising and marketing.

**22) Non-Disclosure:**

During the course of this contract Beier and Owner (and their agents, subsidiaries or associates) may disclose certain proprietary or confidential information to each other. This information may be oral or written, it may be technical or commercial and it may take the form of plans, drawings, processes, formulae, programs, prints, recordings, discs, schematics or other compilations of information. Unless this information is already public knowledge it shall be considered "confidential information".

- a. All confidential information obtained by each party shall be considered confidential and shall not be disclosed by either party to any other third-party person, company, corporation or partnership without the prior written consent of the originating party.
- b. This non-disclosure agreement shall continue notwithstanding the completion of this contract.



**INSTALL INFORMATION:**

Vessel Name: \_\_\_\_\_

Install Location: \_\_\_\_\_ Equipment Delivery Date: \_\_\_\_\_

Install Date: \_\_\_\_\_

Dock Trial Date: \_\_\_\_\_ Sea Trial Date: \_\_\_\_\_

**Acceptance of Proposal, Attachments and Terms and Conditions by:**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Town/City State ZIP

\_\_\_\_\_  
Print Name of Person Accepting Title Date

\_\_\_\_\_  
Signature of Person Accepting

\_\_\_\_\_  
Beier Radio



July 1, 2025

HSH Ref No: HSH-362-51-221014      Rev A

Customer:    NOLA Ferry  
ATTN:        Eric Madison  
Address:     601 Poydras St. #1725  
               New Orleans, LA. 70130  
               (510) 912-2431  
Subject: RFQ sent via email on July 3, 2025  
               RTA Ferry – Fire Alarm System Retrofit

## Scope of Work

The Hiller Companies is proud to present a comprehensive proposal for the demolition, installation, termination, testing, and commissioning of a state-of-the-art fire detection system tailored to your vessel. To ensure seamless execution, a dedicated project manager will serve as your single point of contact, overseeing all aspects—including equipment procurement and delivery, engineering/design coordination, system installation, and final commissioning.

Our standard terms and clarifications are outlined below and can be tailored to meet the specific needs of your project. We are committed to delivering a reliable, code-compliant solution with minimal disruption and maximum efficiency.

Estimated number of devices based on the provided GA are listed below. The proposed system will be a Subchapter M Approved fire detection system manufactured by Fire Lite. Please reference Table 1 for more information.

**Table 1.**

QTY	Description
1	FACP
0	Repeater Panel
10	Smoke Detectors
2	Heat Detectors
5	Pull Stations
7	Horn Strobe
0	Strobe

Schedule of work is as follows:

- Design 6-8 weeks after acceptance of PO
- Material 6-8 weeks after drawings are submitted
- Installation 4 weeks from receipt of material

401 Commerce Point  
Harahan, Louisiana 70123  
504-736-0008 | hillerfire.com  
LASFMLicense #F2641



## Clarifications

1. This Pricing is a ROM.
2. Complete CAD drawings to be provided to Hiller from Client.
3. Hiller quote is based on USCG Subchapter T Rules.
4. Hiller quote is based on FireBoy-Xintex NOLA Ferry Drawing Rev. (B), dated Nov. 21, 2017.
5. The quote includes system engineering, fire detection equipment, installation, testing and commissioning tasks that are to be performed at a shipyard within 60mi of HSH office. Price may be modified if the location is changed.
6. System Engineering includes:
  - i. System Drawings
  - ii. Battery Backup Calculations
  - iii. Type Approval Certifications
  - iv. Component Data Sheets
  - v. Technical Manual
7. Installation excludes any welding, penetrations, foundations, painting, lagging/insulation, wire pulling, wire ways and cable trays.
8. Proposed Wire if needed is *UNARMORED* Marine Rated Fire Alarm wire.
9. System power is to be provided by ship to include an independent emergency supplied circuit breaker.
10. Proposed estimate hardware consists of addressable, ABS & USCG "Type Approved" system.
11. Hiller Systems will provide an alarm contact to interface with the General Alarm for system notification.
12. The quote DOES NOT include spare components.
13. Regulatory Review submission and fees are to be paid by shipyard/customer.
14. System power is to be provided by ship to include an independent circuit breaker.
15. Hiller requests a minimum of two weeks' notice to schedule our technicians.
16. Delays caused by anything unrelated to Hiller supplied equipment or our technicians work, may be at the additional expense of the Client.
17. All electrical and design over 30VDC or any AC voltage are to be provided by others.
18. Price quoted does not include any post-installation touch-up painting, pipe painting, etc.
19. All Lock-Out Tag-Out to be provided by others.
20. Travel labor and expenses for claims made during the warranty period where the project location is outside of the 60 miles from the Hiller, New Orleans office is the responsibility of others.
21. The pricing below is for systems commissioned prior to December 31, 2025.
22. Pricing is valid from 30 days from the date of this letter.
23. Payment terms Net 30 from date of invoice and subject to credit approval.



## Price

The total ROM price as described above is shown below:

<b>Total System Cost</b>	\$28,750.00
<b>Milestone</b>	
<b>Percentage</b>	
Receipt of PO	25%
Receipt of Equipment by Hiller	50%
Installation Complete	20%
Completion of Commissioning	5%

## Acceptance

The customer acknowledges that this proposal and any resultant order shall collectively constitute the sale and/or installation agreement between Herbert S. Hiller (a division of The Hiller Companies) and Buyer and shall be governed by Hiller’s Standard Terms and Conditions.

Herbert S. Hiller

Customer

Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

By: **Blane Murray**  
Salesman – Marine Division  
NICET #138917  
Fire Alarm, Level II

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 7/3/2025

Date: \_\_\_\_\_



## The Hiller Companies Standard Terms and Conditions

**THESE STANDARD TERMS AND CONDITIONS ARE PART OF AND ARE INCORPORATED INTO THE FOREGOING QUOTE AND/OR SERVICE AGREEMENT TO WHICH THEY ARE ATTACHED (COLLECTIVELY, THE AGREEMENT) BETWEEN THE HILLER COMPANIES (HILLER) AND THE PARTY TO WHOM THE AGREEMENT IS ADDRESSED (CUSTOMER).**

**Acceptance of Terms.** The Agreement shall apply to and govern Hiller's provision of goods or equipment (Products) and/or services (Services, together with Products, the Work) and shall become a binding contract between Customer and Hiller upon acceptance of the Agreement by Customer. Customer will be deemed to have accepted and be bound by the terms of the Agreement if any one or more of the following occur: (i) Customer authorizes or accepts all or any part of the Work; (ii) Customer and Hiller exchange electronic correspondence regarding the Agreement indicating that Customer has accepted the Agreement; or (iii) Customer signs the Agreement and returns a copy of the executed Agreement to Hiller. Customer agrees not to contest, or assert any defense to, the validity or enforceability of the Agreement accepted in accordance with this provision based on any law requiring agreements to be in writing or to be executed by the parties.

**Notations and Clarifications.** The price for the Work in the Agreement (the Price) is based upon Hiller having ready and unobstructed access to all areas necessary to perform the Work and performance of the Work during Hiller's normal working hours Monday through Friday excluding Saturdays, Sundays and holidays. Once a project begins, any delays will be subject to a billable change order. Any request by Customer for Work to be performed outside of Hiller's normal working hours may be considered an extra. Payment terms are net thirty (30) days subject to credit department approval. No cash payments will be accepted.

Hiller proposes to furnish the Work in accordance with the governing NFPA Code and the drawings and specifications listed in the Agreement. Hiller is not required to ascertain that the Work is in accordance with applicable laws, ordinances, rules or regulations of local governing authorities (Local Requirements). Compliance with Local Requirements is the sole responsibility of Customer and/or their representative unless Customer notifies Hiller in writing of the Local Requirements prior to entering into the Agreement and Hiller specifically agrees to meet the Local Requirements in the Agreement.

**Taxes.** Unless expressly noted, all prices exclude present and future sales, use, privilege, occupation, license, excise, and other taxes in respect of manufacture, sales, delivery or use by Customer of the Work all of which shall be paid by Customer unless expressly included in the Price at the proper rate or a proper exemption certificate is furnished.

**Alteration, Cancellation, Rescheduling & Returned Products.** The Work under the Agreement cannot be altered or rescheduled except with the written consent of Hiller and upon terms which will indemnify Hiller against all loss occasioned thereby. All additional costs incurred by Hiller due to changes in design, specifications, modification, or revision of any Work or Product consented to by Hiller in writing will be subject to a billable change order and must be paid for by Customer. Products may be returned only when specifically authorized by Hiller. Customer will be charged for placing returned Products in a saleable condition, plus any sales expenses then incurred. In addition, Customer will pay a 25% restocking charge as well as outgoing and incoming transportation costs.

If Customer terminates or cancels the Agreement, in whole or in part, by written notice, Hiller will, upon receipt of the termination notice, cease the performance of the Agreement according to the written instructions of Customer. In such a case, Customer shall pay to Hiller (i) the value of the Agreement for Work which has been delivered, or has been completed or is in process less any prior payments, (ii) other committed costs prior to the termination notice, and (iii) 20% of the value of the Agreement.

**Obsolescence.** Hiller makes no warranty or guarantee of future certification or classification of provided or proposed Products by any government or certifying body or agency.



## The Hiller Companies Standard Terms and Conditions

**Shipping.** Unless Customer specifies otherwise in writing: (a) Products will be boxed or crated as Hiller may deem proper for protection against normal handling, and extra charges will be assessed for preservation, waterproofing, export boxing and similar protection of Products; (b) routing and manner of shipment will be at Hillers discretion, and may be insured at Customers risk. Claims for shortages will be deemed to have been waived if not made in writing within ten (10) days after the receipt of the Product in respect of which any such shortage is claimed. Hiller is not responsible for loss or damage in transit after having received In Good Order receipt from the carrier. A claim or loss or damage in transit must be entered with the carrier and prosecuted by Customer. Acceptance of Products from a common carrier constitutes a waiver of any claims against Hiller for delay or damage or loss.

**Security Interest.** Hiller retains a security interest in all Products sold to Customer hereunder until the purchase prices and other charges, if any, are paid in full. Upon request of Hiller, Customer will execute any document or furnish any notices necessary to perfect the security interest of Hiller in the Products sold hereunder.

**Operating Conditions.** Recommendations are made upon the basis of operating conditions specified by Customer. If actual conditions are different from those specified and performance of the Work is adversely affected thereby, Customer will be responsible for the cost of all changes in the Work required to accommodate such conditions. In such event, Hiller reserves the right to cancel the Agreement, and Customer shall reimburse Hiller for all costs and expenses incurred in, and reasonable profit for, Work performed. Hiller will maintain a clean, safe work environment and will not be responsible for cleanup of other trades and will not be assessed general cleanup fees.

**Liability Limitations. Indemnification.** Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall Hiller have any liability for liquidated, collateral, consequential, indirect, exemplary, punitive or special damages or for loss of profits, loss of opportunity, or for actual losses or for loss of production or progress of construction, however the same may be caused, whether resulting from delays in delivery or performance, breach of warranty, negligent manufacture or otherwise. If the Work involves inspections at multiple sites of Customer, the liability of Hiller with respect to a claim or incident shall be limited to the portion of the Price paid by Customer allocable to the Work at the site where the claim or incident giving rise to liability occurred. Notwithstanding any provision in this Agreement to the contrary, in no event will the aggregate total liability of Hiller in connection with the Agreement, whether for breach of contract or warranty, negligence, under statute, or otherwise, exceed the Price paid by Customer. Customer agrees to indemnify and hold harmless Hiller and its affiliates from all claims in excess of these limitations. Hiller will not be liable for any and all structural strength members of the building required to support fire protection systems. Customer agrees that the amounts payable to Hiller hereunder are based upon the value of the Work and liability limitations as herein set forth. If Customer desires Hiller to assume greater liability, the parties shall enter into a written amendment to the Agreement setting forth the amount of additional liability Hiller has agreed to assume and the additional amount payable by the Customer for the assumption by Hiller of such greater liability provided.

**Warranty.** Hiller warrants that the Work will be free from defects in materials and workmanship for a period of twelve (12) months from the date the Work was performed, provided (i) Products have been used, operated and maintained properly in accordance with Hillers instructions, (ii) such defects are not due to abuse, fire or decomposition by chemical or galvanic action, and (iii) such defects are not due to alterations, adjustments, attachments, modifications, changes to the layout of equipment or repairs performed or provided by persons other than Hillers authorized personnel. Customers sole and exclusive remedy with respect to Work found to be defective in materials or workmanship shall be the correction of such defective Work during the twelve (12) month warranty period. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND SUCH WARRANTIES ARE HEREBY DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT NO



## The Hiller Companies Standard Terms and Conditions

ORAL OR WRITTEN INFORMATION, PROMISE, CONDITION, INDUCEMENT OR ADVICE GIVEN BY HILLER, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER.

Notwithstanding the foregoing, Hiller shall have no responsibility for (i) normal wear and tear or (ii) work or services performed by others, and Hiller makes no warranty or guarantee with respect to any Product or materials not manufactured by it; provided, however, if any such Product or material is covered by a warranty from the manufacturer, Hiller will transfer the manufacturer's warranty to Customer to the extent it is transferable.

**Waiver of Subrogation.** So far as it is permitted by Customer's property insurance coverage, Customer hereby releases, discharges and agrees to hold Hiller harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customer's premises whether said claims are made by Customer, Customer's agents or Customer's insurance company or other parties claiming under or through Customer. Customer agrees to indemnify Hiller against and defend and hold Hiller harmless from any action from subrogation which may be brought against Hiller by any insurer or insurance company or its agents, including the payment of all damages, expenses, costs and attorney's fees.

**Loss, Damage or Delay for Causes beyond Hiller's Control.** Hiller shall not be liable for any loss, damage, or delay occasioned by causes beyond Hiller's control, including, but not limited to, governmental actions or orders, embargoes, civil disobediences or unrest, strikes, differences with workmen, fires, floods, storms, material shortages, accidents, or transportation delays.

**Progress Payments.** Hiller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all Work performed on-site and off-site. If Customer becomes overdue in any progress payment, Hiller shall be entitled to suspend the Work and also to avail itself of any other legal remedies.

**Assignment.** The rights of Customer hereunder shall neither be assignable nor transferable without the written consent of Hiller.

**Attorney's Fees.** Customer agrees to pay Hiller all costs and expenses (including reasonable attorney's fees and costs and collection charges) incurred in the collection of amounts due and payable under the Agreement and otherwise in enforcing the terms of the Agreement.

**Governing Law; Venue for Dispute Resolution.** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the Laws of the State of Alabama, United States of America, exclusive of its choice of law rules that would result in application of another jurisdiction's law. Buyer and seller agree that in the event litigation arises in connection with the Agreement, including but not limited to the Products or Services hereof, any action must be brought in the State or Federal Courts located in Mobile County, Alabama. Customer expressly consents to, and irrevocably and unconditionally waives any objection to, exclusive jurisdiction and venue in either of said forums. If any part or provision of this Agreement is judicially declared invalid, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement. The Parties agree that the part(s) of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent required to make it enforceable, or, if necessary, the Agreement shall be deemed to be amended to delete the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein.

**Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENT.



## **The Hiller Companies**

### **Standard Terms and Conditions**

**Export Regulations.** The item(s) contained herein may be subject to the International Traffics & Arms Regulations. Exports may require the prior written approval of the United States Government. Re-exports and Re-transfers must have prior written approval of Hiller.

**Notices.** All notices provided for or required under the Agreement will be in writing, and delivered personally, mailed or sent via express delivery service to the applicable party at the address specified on the first page of the Agreement. All notices will be deemed given when received. Either party may from time to time and in accordance with the procedures set forth in this provision specify a different address for receipt of notices.

**Third Party Beneficiary.** It is further agreed that the liability limitations and the obligations of Customer set forth herein shall inure to the benefit of and apply to all parents, subsidiaries and affiliates of Hiller, whether direct or indirect, and their employees, officers and directors.

**Entire Agreement; Modifications.** The Agreement constitutes the entire agreement between Hiller and Customer and supersedes prior negotiations, representations, or agreements, either written or oral. Customer acknowledges and agrees that any purchase order issued by Customer is intended only to establish payment authority for Customers internal accounting purposes and shall not be considered a counteroffer, amendment, modification or other revision to the terms of the Agreement, and no terms or conditions included in any purchase order or other document issued by Customer will have any force or effect. No change, modification, or alteration of the Agreement shall be binding on Hiller, unless agreed to in a written amendment signed by Hiller that specifies in detail such modifications by identifying the specific paragraph or section of the Agreement being modified.

**Counterparts; Email.** The Agreement may be executed in any number of counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signed document transmitted by email will be treated in all manner and respects as an original document. The signature of a party will be considered for these purposes as an original signature and have the same binding legal effect as an original document.



Board Report and Staff Summary

File #: 26-026

Finance Committee

Change Order for Transit Security Services - SEAL

DESCRIPTION: Amendment to the current SEAL Security Contract to allow month-to-month services for Transit Security Services at various New Orleans Regional Transit Authority locations throughout the City of New Orleans	AGENDA NO: Click or tap here to enter text.
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other	

RECOMMENDATION:

Authorize the Chief Executive Officer to amend the current contract with Security Experts and Leaders (SEAL) to allow RTA to continue Transit Security Services at existing staffing levels on a month-to-month basis until April 30, 2026, not to exceed \$263,083.

ISSUE/BACKGROUND:

Several recent attempts to select and award contracts to vendors to provide Transit Security Services, culminating in RFP #2023-001, were each formally protested, and consequently cancelled. In order to maintain the necessary security coverage for the RTA system, staff recommended, and the Board of Commissioners approved entering into a contractual agreement with SEAL to receive services on a month-to-month basis, with the intention of researching and reviewing options for the agency to consider, ranging from continuing to outsource services to bringing the functions in-house. Staff have developed a comprehensive Scope of Work (SOW) and are currently in the process of selecting a security provider through RFP # 2025-031. Staff is seeking an additional change order to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through April 30, 2026.

DISCUSSION:

Maintaining a secure transit environment is one of RTA's top priorities. RTA chose SEAL Security to provide armed, uniform security personnel to aid in securing all property owned, leased, operated, and/or maintained by RTA (i.e., facilities, and vehicles). SEAL is expected to assist employees, contractors, patrons, and the citizens of New Orleans and surrounding parishes by maintaining order, providing excellent customer service, and rendering assistance as needed. SEAL works closely with local, state, and federal emergency response agencies always rendering aid as needed. This contract will be amended while waiting for a new contract to be approved.

The security services under this contract include security coverage for transit facilities, assets, and areas designated for Transit Operations. This service is required 24 hours a day, 365 days a year to maintain a safe and secure transit system.

FINANCIAL IMPACT:

Funds for this contract are available from the RTA Operational Budget. Operating Account Number: 01-3300-99-7650-161-00-00000-00000. SEAL will invoice the agency \$263,083 (estimated funds needed for services through April 30, 2026). The total cost for the extension is not to exceed \$263,083.

NEXT STEPS:

Upon RTA Board approval, staff will submit and process a change order modification to the purchase order.

ATTACHMENTS:

1. Resolution
2. Independent Cost Estimate Summary Form (ICE)
3. Change Order Routing Sheet
4. Change Order Justification
5. Original SEAL Purchase Order
6. Recent SEAL Purchase Order

Prepared By: Ivana C. Butler  
Title: Administrative Analyst Safety, Security, and Emergency Management

Reviewed By: Michael J. Smith  
Title: Chief Safety, Security, and Emergency Management Officer

Reviewed By: Gizelle Johnson Banks  
Title: Chief Financial Officer



Lona Edwards Hankins  
Chief Executive Officer

2/4/2026

Date



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

STATE OF  
LOUISIANA PARISH  
OF ORLEANS

---

**AMENDMENT TO THE PREVIOUS SEAL SECURITY CONTRACT TO CONTINUE  
MONTH-TO-MONTH SERVICES FOR TRANSIT SECURITY SERVICES**

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

**WHEREAS**, the Regional Transit Authority (RTA) executed contract # 2020-009 with Security Experts and Leaders (SEAL) for Transit Security Services on September 7<sup>th</sup>, 2020; and

**WHEREAS**, the RTA Board of Commissioners authorized staff to execute a contract with Allied Universal Security Corporation through RFP # 2023-001, however the Procurement process was formally protested; and

**WHEREAS**, to maintain Transit Security Services at existing levels, the RTA Board of Commissioners authorized staff to extend Transit Security Services with SEAL through a series of month-to-month extensions from October 2022 to February 2026;

**WHEREAS**, SEAL has since been operating on a month-to-month basis; and

**WHEREAS**, RTA staff have reasonably determined that there is a need to authorize an extension of the current month-to-month agreement for the provision of Transit Security Services until RTA either secures a new contract or enters into a formal agreement for similar services [“coverage”]; and

**WHEREAS**, the solicitation for Transit Security Services through RFP #2025-31 is currently ongoing; and

**WHEREAS**, RTA staff have determined that extending the current agreement to April 2026 will allow sufficient time for staff to conduct a thorough review, complete the solicitation process, and implement the coverage approach that is best suited to RTA; and

**WHEREAS**, RTA staff have determined that the extension of Transit Security Services at existing levels will cost approximately TWO HUNDRED SIXTY-THREE THOUSAND

EIGHTY-THREE DOLLARS AND ZERO CENTS (\$263,083.00) for this time period; and

**WHEREAS**, funding is available through RTA Operating Account 01-3300-99-7650-161-00-00-00000-00000 for a total cost not to exceed TWO HUNDRED SIXTY-THREE THOUSAND EIGHTY-THREE DOLLARS AND ZERO CENTS (\$263,083.00).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Regional Transit Authority (RTA) that the Chairman of the Board, or his designee, authorize the CEO to approve the continuation of transit security services on a month-to-month basis provided by Security Experts and Leaders (SEAL).

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

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

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

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

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

**AND THE RESOLUTION WAS ADOPTED ON THE 24<sup>th</sup> DAY OF FEBRUARY, 2026.**

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

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number: 2020-009

Date of Estimate: 1/29/2026

Description of Goods/Services:

Contract to provide security services, PO #912771

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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 \$ 263,083

The preceding independent cost estimate was prepared by:

Ivana C. Butler

\_\_\_\_\_  
Name

*Ivana C. Butler*

\_\_\_\_\_  
Signature

6600 Plaza Drive  
 Suite 301  
 New Orleans, LA 70127

Date	Invoice #
12/29/2025	11647

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

*Ivana Butler*  
 1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security..	24	Security Officer Admin Front Desk 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security..	24	Security Officer Admin Front Desk 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.	Total	\$3,696.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive  
 Suite 301  
 New Orleans, LA 70127

Date	Invoice #
12/29/2025	11624

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

*Ivana Butler*  
 1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Canal St Ferry	18.5	Security Officer 12-22-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-23-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-24-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-25-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-26-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-27-25 05:45 AM 12:15 AM	22.00	407.00
Canal St Ferry	18.5	Security Officer 12-28-25 05:45 AM 12:15 AM	22.00	407.00

Thank you for your business.	Total	\$2,849.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$2,849.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive  
 Suite 301  
 New Orleans, LA 70127

Date	Invoice #
12/29/2025	11648

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

*Avana Butler*  
 1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security Officer.	8.25	Security Officer Stationary/Mobile Patrol Money Room 12-22-25 6:30 AM 02:45 PM	22.00	181.50
Security Officer.	8.25	Security Officer Stationary/Mobile Patrol Money Room 12-23-25 6:30 AM 02:45 PM	22.00	181.50
Security Officer.	8.25	Security Officer Stationary/Mobile Patrol Money Room 12-24-25 6:30 AM 02:45 PM **Money Room closed 12-25-25 and 12-26-25**	22.00	181.50

Thank you for your business.	Total	\$544.50
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$544.50

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive  
 Suite 301  
 New Orleans, LA 70127

Date	Invoice #
12/29/2025	11625

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

*Ivana Butler*  
 1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Mobile Security	24	Mobile Security Lake Forest Hub 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Mobile Security	24	Mobile Security Lake Forest Hub 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.	Total	\$3,696.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive  
 Suite 301  
 New Orleans, LA 70127

Date	Invoice #
12/29/2025	11628

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

*Ivana Butler*  
 1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security Officer M...	24	Security Officer Loyola Hub 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer M...	24	Security Officer Loyola Hub 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.	Total	\$3,696.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive  
 Suite 301  
 New Orleans, LA 70127

Date	Invoice #
12/29/2025	11646

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

*Ivana Butler*  
 1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security Officer*	24	Security Officer New Orleans East 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer*	24	Security Officer New Orleans East 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.	Total	\$3,696.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive  
 Suite 301  
 New Orleans, LA 70127

Date	Invoice #
12/29/2025	11627

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

*Ivana Butler*

1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security Officer .	24	Security Officer Rear Gate 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security Officer .	24	Security Officer Rear Gate 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.	Total	\$3,696.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com

6600 Plaza Drive  
 Suite 301  
 New Orleans, LA 70127

Date	Invoice #
12/29/2025	11626

Bill To
Reginonal Transit Authority Michael J Smith Security 2817 Canal ST New Orleans, LA 70119

*Ivana Butler*  
 1.21.26

Job Code	P.O. No.	Terms	Due Date
		Net 30	1/28/2026

Service	Hours	Description	Rate	Amount
Security ..	24	Security Officer Willow Barn 12-22-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-23-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-24-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-25-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-26-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-27-25 06:00 AM 06:00 AM	22.00	528.00
Security ..	24	Security Officer Willow Barn 12-28-25 06:00 AM 06:00 AM	22.00	528.00

Thank you for your business.	Total	\$3,696.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$3,696.00

Phone #
504-248-7174

E-mail	Web Site
thesealgroup@sealsecuritygroup.com	www.sealsecuritygroup.com



## 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.

<b>Date Created</b>	January 29, 2026
<b>Change Order ID</b>	421

**A. Department Representative to participate in procurement process.**

**Name:** BUTLER, IVANA  
**Title:** ADMINISTRATIVE ANALYST PHYSICAL SECURITY  
**Ext:** 8479

**B. Contract Information:**

<b>Contract Number</b>	2020-009
<b>PO Number</b>	912771
<b>Contract Title</b>	Contract to Provide Security Services at RTA Facilities

**Contract-History:**

<b>Original Award Value</b>	1008920
<b>Previously Executed Change Order Value</b>	7804552.72
<b>Adjusted Contract Value</b>	8813472.72
<b>Current Change Order Value</b>	263083
<b>Revised Contract Value</b>	9076555.72

**C. Justification of Change Order**

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA, as was authorized by the Board of Commissioners on June 25, 2024 through Resolution No. 24-036. Staff have developed a comprehensive Scope of Work (SOW) and are currently in the process of selecting a security provider through RFP # 2025-031. Staff is seeking an additional change order to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through April 30, 2026.

**D. Type of Change Request: Administrative**

**E. Certification of Authorized Grant:**

<b>Is this item/specification consistent with the Authorized Grant?</b>	
<b>Are there any amendments pending?</b>	



If yes see explanation (attachments are in the SharePoint folder for this request)	
--	--

Director of Grants/ Federal Compliance:  
 Signature:  
 Date:

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

Additional Safety Requirements Attached: *false*

Chief: **Michael J Smith**  
 Signature: *Michael J Smith*  
 Date: **January 30 2026**

**Risk Management:**

Include Standard Insurance Provisions Only?	<i>No</i>
Include Additional Insurance Requirements Attached ?	<i>false</i>

Risk Management Analyst: **Marc L Popkin**  
 Signature: *Marc L Popkin*  
 Date: **January 30 2026**

**G. Funding Source:**

Independent Cost Estimate (ICE): **\$263,083.00**  
 Projected Total Cost: **\$263,083.00**  
 Funding Type: **Local**

Federal Funding	State	Local	Other
		<b>\$263,083.00</b>	
Projected Fed Cost	State	Local	Other
		<b>\$263,083.00</b>	

FTA Grant IDs	Budget Codes
	<b>01-3300-99-7650-161-00-00-00000-00000</b>

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



**Budget Analyst:** Erin Ghalayini  
**Signature:** *Erin Ghalayini*  
**Date:** January 30 2026

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

<b>DBE % Goal</b>	<b>0</b>
<b>SLDBE % Goal</b>	<b>0</b>
<b>SBE % Goal</b>	<b>0</b>

**Director of Small Business Development:** Adonis Charles Expose'  
**Signature:** *Adonis Charles Expose'*  
**Date:** January 30 2026

**DBE/EEO Compliance Manager:** Adonis Charles Expose'  
**Signature:** *Adonis Charles Expose'*  
**Date:** January 30 2026

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

**Department Head:** Michael J Smith  
**Signature:** *Michael J Smith*  
**Date:** January 29 2026

**Chief:** Michael J Smith  
**Signature:** *Michael J Smith*  
**Date:** January 30 2026

**Director of Procurement:** Ronald Gerard Baptiste  
**Signature:** *Ronald Gerard Baptiste*  
**Date:** January 30 2026

**Required if Total Cost above \$15K**  
**Chief Financial Officer:** Gizelle Johnson Banks  
**Signature:** *Gizelle Johnson Banks*  
**Date:** January 30 2026

**Required if Total Cost above \$50K**  
**Chief Executive Officer:** Lona Edwards Hankins  
**Signature:** *Lona Edwards Hankins*  
**Date:** 2/2/2026 3:00 PM

## **Justification to Extend Transit Security Service with Security Experts and Leaders (SEAL)**

### **Explanation**

Security Experts and Leaders (SEAL) will continue to provide transit security services on a month-to-month basis to RTA, as was authorized by the Board of Commissioners on June 25, 2024 through Resolution No. 24-036. Staff have developed a comprehensive Scope of Work (SOW) and are currently in the process of selecting a security provider through RFP # 2025-031. Staff is seeking an additional change order to maintain security services with the current vendor. Staff is requesting an extension of the current services (at existing levels) through April 30, 2026.

On average, RTA pays \$25,872 to SEAL per week for transit security services. This includes all regular posts including the Canal Street Ferry Terminal and two 24/7 transit hubs.

### **Calculation**

With this service agreement, the projected total cost to continue services at current levels through April 30, 2026 is approximately \$263,083. This is the estimated amount needed for services from March 1, 2026, through April 30, 2026, at an average rate of \$25,872/week for 9 weeks. This includes a 3% contingency to help support special events such as festival season, public meetings hosted by RTA, and other ad hoc requests for specialized security services. See calculation, below:

$\$22/\text{hr rate} \times 24 \text{ hrs per day} = \$528 \text{ per day} \times 7 \text{ days} = \$3,696 \text{ weekly}$

$\$3696 \times 7 \text{ hubs (Willow Barn, Duncan Plaza, Lake Forest, Admin Front Desk, NOLA East, Rear Gate, Money Room)} = \$25,872 \text{ weekly} \times 9 \text{ weeks} = \$232,848$

In August 2022, Canal Street Ferry Terminal service was added at a rate of \$22/hr = 114 hrs per week x 9 weeks = 1,026 hours x \$22/hr = \$22,572

It is anticipated that additional services will be needed in support of the Mardi Gras service plan, in keeping with previous years. This consists of securing Riverfront streetcars that are staged overnight at Canal and Convention Center Blvd. and securing RTA facilities during the Endymion parade. The actual amount for these services is unknown, but staff are recommending continuing with the existing 3% contingency added to the Change Order amount:

$\$255,420 + 3\% (\$7,663) \approx \mathbf{\$263,083}$

Total amount estimated from March 1, 2026, through April 30, 2026 (not to exceed): \$263,083

**Total requested change order amount not to exceed: \$263,083**

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

Page - 1  
 Date - 12/14/21  
 Order No. - 912771-002  
 Brn/Plt - 1330099

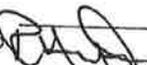
SECURITY EXPERTS AND LEADERS  
 6600 PLAZA DRIVE  
 NEW ORLEANS LA 70127

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

Ordered - 09/22/20 Vendor No. 8922810 Security Services  
 Delivery - 09/22/20 Taken By REO #104058  
 Freight - Default - Handling Code PROMISED DELIVERY DATE - 10/22/20

Description / Supplier Item	UM	Unit Cost	Extension
transit security services	1008920.0000 EA	1.0000 EA	1,008,920.00
3 years with two 1 year opt			
1330099.7650.161			
Change Order 1			
Non Stock Inventory Purchas	EA	EA	253,240.00
1330099.7650.161			
change Order 1 to add additional funds to cover invoices from sep to dec 2021			

Terms Net 30 Tax Rt Sales Tax Total Order  
 1,262,160.00

DATE RECEIVED \_\_\_\_\_  
 RECEIVED BY \_\_\_\_\_  
 CHECKED BY \_\_\_\_\_  
 APPROVED BY 

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

REGIONAL TRANSIT AUTHORITY  
 TAX EXEMPT  
 BY  (12/14/21)  
 MANAGER, PURCHASING DEPT.

CFO  12/14/21

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

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

# Purchase Order 912771 Change Order 2

Order	912771
Order Date	01-OCT-2023
Change Order	2
Change Order Date	06-MAR-2024
Revision	2
Ordered	1,105,626.08 USD

Sold To **Regional Transit Authority**  
**2817 Canal Street**  
**NEW ORLEANS, LA 70119**

Supplier **SECURITY EXPERTS AND LEADERS**  
**6600 PLAZA DRIVE**  
**SUITE 301**  
**NEW ORLEANS, LA 70127**

Bill To **RTABU**  
**Attn: Accounts Payable**  
**2817 CANAL STREET**  
**NEW ORLEANS, LA 70119**  
**UNITED STATES**

Ship To **2817 CANAL STREET**  
**NEW ORLEANS, LA 70119**  
**UNITED STATES**

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	<b>8922810</b>	<b>Net 30</b>			
Confirm To	Deliver To Contact				
<b>Briana Howze</b>	<b>Briana Howze</b> E-mail <b>bhowze@rtaforward.org</b>				

Line	Item	Price	Quantity	UOM	Ordered	Taxable
8	Law Enforce./Physical Sec.	1.00		EA		

**Promised** 3.34 EA 3.34

**Requested**  
9/30/23

Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.

**Line Total** 3.34

12	Private Security Services	1.00		EA		
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**Promised** 280 EA 280.00

**Requested**

# Purchase Order 912771 Change Order 2

Line	Item	Price	Quantity	UOM	Ordered	Taxable	
			9/30/23				
			Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
					<b>Line Total</b>	<b>280.00</b>	
13	Private Security Services	1.00		EA			
			<b>Promised</b>		330,278.74	EA 330,278.74	
			<b>Requested</b>			9/30/23	
			Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
					<b>Line Total</b>	<b>330,278.74</b>	
14	Private Security Services	1.00		EA			
			<b>Promised</b>		15,048	EA 15,048.00	
			<b>Requested</b>			9/30/23	
			Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
			<b>Deliver To Contact</b> Shaun Temple				
					<b>Line Total</b>	<b>15,048.00</b>	
16	SEAL Security Services Ref. PO 912771	760,016.00					
			<b>Ship To</b>				
			Attn: Accounts Payable				
			2817 CANAL STREET				
			NEW ORLEANS, LA 70119				
			UNITED STATES				
			<b>Promised</b>			760,016.00	
			<b>Requested</b>			2/28/24	
			Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
			<b>Deliver To Contact</b> Ivana Butler				
					<b>Line Total</b>	<b>760,016.00</b>	
					<b>Total</b>	<b>1,105,626.08</b>	



## Purchase Order 912771, Change Order 2

*Supplier Details:*

Company SECURITY EXPERTS AND LEADERS  
Contact  
Address 6600 PLAZA DRIVE  
SUITE 301  
NEW ORLEANS, LA 70127

*Submit your response to:*

Company Regional Transit Authority  
Contact Briana Howze  
Address 2817 Canal Street  
NEW ORLEANS, LA 70119  
Phone  
Fax  
E-mail bhowze@rtaforward.org

This document has important legal consequences. The information contained in this document is proprietary of Regional Transit Authority. It shall not be used, reproduced, or disclosed to others without the express and written consent of Regional Transit Authority.

This amendment supersedes the agreement 912771 and all its prior modifications. This agreement can be changed only by a signed agreement between the affected parties.

add additional funds.

The parties hereto have read and executed this contract modification as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.