

NEW ORLEANS REGIONAL TRANSIT AUTHORITY

Scope of Work

Ferry Transit Services

Operations and Maintenance

Attachments:

Attachment 1: Proposal Letter Attachment 2: Price Proposal Form

1. Purpose and Background

1.1. Purpose of the Procurement

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals from qualified proposers for the provision of Ferry Service Operations and Maintenance (O&M). The New Orleans Regional Transit Authority (RTA) is seeking to engage a qualified firm, or joint venture of firms, to provide the day-to-day ferry related O&M services.

The RTA is launching this RFP to select a proposer with a proven record of accomplishment, expertise, and experience in waterborne transportation management and operations. The selected proposer will be responsible for the operation of passenger and vehicular ferry services on the Mississippi River between Orleans, Jefferson, and St. Bernard Parishes, as well as maintenance of associated assets.

1.2. Background

The RTA in New Orleans, created in 1983 by the Louisiana Legislature, is a political subdivision of the state. It is governed by a Board of Commissioners, composed of seven appointed representatives and managed by a Chief Executive Officer and staff.

The RTA serves over 18,000,000 bus, streetcar, ferry, and para-transit passengers annually and provides service on 31 fixed bus and streetcar routes. The RTA currently provides ferry service on two routes across the Mississippi River: A passenger-only route from Canal Street to Algiers Point, and a vehicular and passenger route from Chalmette to Lower Algiers. Together, these routes serve over 1 million pedestrian and vehicle passengers per year. The RTA procured two new 150- passenger ferry boats for the Canal Street-to-Algiers Point route in 2018 and placed the vessels into service in 2020.

From 2009 until August 31, 2019, all administrative, operations, and maintenance for the system, including the ferry service, were provided through a delegated management contract with Transdev Transportation Services, Inc. With its delegated management contract having expired in August 2019, the RTA solicited for an experienced waterborne transportation management and operations company capable of providing ferry service operations and maintenance, and LabMar Ferry Services was selected as the winning bidder.

Current Operating Information, the Management Structure Advisory Study, and links to RTA's FTA Agency Profile can be found at www.driveRTAforward.com. In the "Current Operating Information" section of www.driveRTAforward.com/operating-information, note well the "Transit Asset Management Plan," the "Cooperative Endeavor Agreement for Ferry Services (including asset inventory as of 2023)," the "Certificates of Inspection (In Service Ferry Vessels)," and "Maintenance Plans."

1.3. Ferry Service History

In 1952, the Mississippi River Bridge Authority (MRBA) was established as an independent body that constructed and operated the first span of the Crescent City Connection bridge. The first span was

completed in 1958, causing a steep decline in the ridership on the already existing ferries, which were private at the time. In 1959, the MRBA took over the Canal Street-to-Algiers Point ferry line and acquired the Gretna ferry line in 1965. In 1969, the MRBA created the Chalmette-to-Lower Algiers ferry line. In 1975, the operations of the MRBA were transferred to the Crescent City Connection Division (CCCD) of the Louisiana Department of Transportation and Development (LADOTD). In 2012, the CCCD ceased to be a separate division of the LADOTD, and operations previously conducted by the CCCD were folded into the LADOTD's day-to-day operations.

In 2014, the RTA and LADOTD entered into a Cooperative Endeavor Agreement (CEA), which transferred responsibility for Ferry service operations and maintenance from LADOTD to the RTA or its designee.

Additionally, in 2018 the RTA purchased two new 105', 150-passenger catamaran ferries for operation on the Canal Street-to-Algiers Point ferry line. These vessels received United States Coast Guard Certificates of Inspection (COIs) for passenger service and were placed in operation in 2020.

2. Scope of Services, Period of Performance, Compensation, and Performance Requirements

2.1. Scope of Services

2.1.1. Ferry Service Operations and Maintenance Agreement

The selected proposer shall perform all day-to-day operational, maintenance, and other support functions as delineated in the Cooperative Endeavor Agreement for Ferry Services between LADOTD and RTA (hereinafter referred to as the "CEA"), except for (i) responsibility for planning, (ii) the responsibility for developing specifications under Article III (Section 3.5), and (iii) the responsibility for marketing and branding for Ferry Services under Article IX. The selected proposer will enter into an Agreement for Ferry Service Operations and Maintenance with the RTA (hereinafter referred to as the "Agreement") which will allow the RTA to perform as obligated under the CEA, or as obligated under a new or amended cooperative endeavor agreement with LADOTD. In addition, the selected proposer may be required to enter into a Blanket Bareboat Charter (or Sub-Charter) Agreement that substantially conforms to Exhibit B to the CEA, or as may be required pursuant to a new or amended cooperative endeavor agreement. The selected proposer shall be required to assist the RTA and the RTA's consultants in obtaining Certificates of Inspection, Charter Orders, and any other approvals needed for ferry service using the ferries selected by the RTA.

This RFP, including Attachments, and www.driveRTAforward.com provide further considerations, and prospective proposers must closely review the "Transit Asset Management Plans," the "Cooperative Endeavor Agreement for Ferry Services (including asset inventory as of 2023)," the "Certificates of Inspection (In Service Ferry Vessels)," and "Maintenance Plans." Selected proposer must comply with the RTA's Safety Program Plan / Agency Safety Plan, which will be available for review. The selected proposer shall be required to perform all services diligently, carefully, and in a professional manner and to provide sufficient staff necessary to operate and maintain the ferry services and the associated movable and immovable assets, including the necessary administrative and managerial staff. All staff shall be properly trained in their duties and possess such licenses and certifications as required by state and federal oversight agencies for the performance of their assigned duties. The selected proposer shall be solely responsible for all staff compensation and employee benefits. Proposers must comply with the Minimum Wage Requirements from Section 70-806 of the City of New Orleans Code of Ordinances.

Work to be performed by subcontractor(s) must be identified in the proposal; however, the prime firm shall be responsible for performance of the work, even if such work is assigned to an RTA-approved subcontractor.

The selected proposer will be required to provide information or reports as directed by the RTA, including but not limited to information relating to ferry operations and maintenance that is required to be submitted into the National Transit Database.

2.1.2. Performance-based Incentives and Deductions

As directed by the RTA, the selected proposer will measure and report key performance measurements to assess service quality and performance. The RTA intends to assess deductions and award incentives primarily on a monthly basis, based on key performance measurements. At a minimum, the key performance measurements will include:

- On-time performance;
- Trip reliability; and
- Number of complaints.

2.1.3. Operations

The selected proposer shall operate the ferries in accordance with schedules published by the RTA and required by LADOTD. In order to fulfill the requirements of the CEA, the Chalmette-Lower Algiers line must operate seven (7) days per week from 6:00 AM to 8:45 PM with four (4) one-way trips per hour. The Canal Street-to- Algiers Point ferry currently operates seven (7) days a week with four (4) one-way trips per hour, according to the following schedule: Sunday-Thursday 6:00 AM – 8:45 PM, Friday-Saturday 6:00AM – 10:45PM.

RTA reserves the right to alter or extend the days or hours of operation during any portion of the contract with reasonable notice and payment adjustment to the operator (if applicable). No change in the operating schedule accepted in the proposal shall be made by the selected proposer unless there are immediate security or safety concerns. Under these circumstances, the selected proposer will use its discretion and notify the RTA immediately. For all other circumstances, prior written approval by the RTA is necessary.

The selected proposer will also be responsible for fare collections and shall provide all necessary cashiers and fare collectors. The selected proposer shall provide staff to manage vehicular and passenger queues and provide information to passengers.

2.1.4. Maintenance

Prior to the commencement of the Agreement, the selected proposer shall participate with the RTA in an inspection of all the RTA-provided ferries and ferry-related assets, including movables and immovables. Upon the commencement of the Agreement (or at a later date upon completion of such inspection), the selected proposer shall assume responsibility for maintenance as delineated in the CEA.

The selected proposer shall be responsible for the exercise and enforcement of all warranties relating to the ferries and ferry-related assets, including movables and immovables, and all systems, components, and subcomponents thereof, and shall also be responsible for taking all available actions to assure that all warranty covered repairs are performed in a timely fashion.

Ferries must display a clean and glossy appearance each time the ferry departs the operating facility to enter revenue service and must be kept clean including, but not limited to, the following actions: the exterior (including front and rear) must be washed at least two (2) times a week; interiors must be swept or vacuumed daily; all dirt, debris, graffiti, and trash must be removed daily; and any worn, broken, cut, torn or vandalized components that are visible, or accessible by the public, must be repaired or replaced promptly to eliminate hazards, minimize discomfort, and/or maintain appearance.

2.2. Period of Performance

2.2.1. Initial Term

The initial term of the contract shall be five (5) years. The RTA Board of Commissioners shall annually evaluate the selected proposer's performance in conformance with the scope of services described in the Agreement.

2.2.2. Option to Extend

The RTA Board of Commissioners reserves the right to exercise options to extend the contract for two consecutive one (1) year terms, at its sole discretion.

2.3. Compensation

2.3.1. Monthly Payment

Compensation shall be in the form of a monthly payment based on (i) Ferry Platform Service hours actually performed multiplied by the Ferry Platform Service Hourly Rate; (ii) 1/12 of the Lump Sum for Indirect Costs; (iii) 1/12 of the Fixed Fee; and (iv) adjustment for performance standard deductions (if deductions exceeds incentives).

Invoices submitted by selected proposal must include a report of actual costs incurred for the applicable period of time, in a format to be determined by the RTA. Furthermore, selected vendor will be required to produce backup documentation evidencing costs incurred (as allowed under Section 2.3.2. of this RFP) to support the Ferry Platform Service Hourly Rate and Lump Sum for Indirect Costs with each invoice.

The Ferry Platform Service Hourly Rate, Lump Sum for Indirect Costs, and Fixed Fee, as well as optional terms, will be negotiated during the Agreement.

2.3.2. Audit and True-Up

The RTA may, at a frequency no more than once a month, conduct an audit (or an agreed upon procedure review, in lieu of an audit), either to be conducted in accordance with Generally Accepted Accounting Principles, Code of Federal Regulations, and/or Federal Transit Administration regulations, of the selected proposer's invoices and supporting documentation (and any other of the selected proposer's relevant records). Following such an audit or review of the actual costs incurred by the selected proposer to perform the services required under the Agreement, the selected proposer shall reimburse the RTA for payments made as part of the Ferry Platform Service Hourly Rate including related personnel fringe benefits or the Lump Sum for Indirect Costs which are in excess of the actual costs incurred by the selected proposer. Furthermore, the RTA shall reimburse the selected proposer for payments made as part of the Ferry Platform Service Hourly Rate or Lump Sum for Indirect Costs that were less than actual costs incurred by the selected proposer.

In addition, the selected proposer shall be responsible for reimbursement to the RTA for any direct or indirect costs, whether identified in the RTA's audit, agreed upon review procedure, or monthly payment processing, that are deemed dis-allowable, dis-allocable, and/or unreasonable according to Generally Accepted Accounting Principles or as provided for in the Code of Federal Regulations, Federal Transit Agency regulations, and other applicable federal regulations.

RTA's right to audit and true-up provided above will in no way limit or restrict RTA, LADOTD, or FTA's rights or ability to audit records as otherwise provided by law, this procurement, or as subsequently set forth in the Agreement.

2.3.3. Fuel Costs

The RTA will purchase and provide to the selected proposer all fuel required for services under the Agreement. Selected proposer will be responsible for arranging for fuel deliveries by RTA's fuel supplier, fueling, and accounting for fuel used.

4. Submittal Requirements

Proposers are required to submit three volumes: one presenting all required background information requested in Volume 1 below, another describing their technical response in Volume 2, and a financial describing their financial submission and price form in Volume 3.

4.1. Volume 1 - Background Qualifications Submittal

Each proposer shall submit a Background Qualifications Submittal volume that includes all the required background information, qualifications, certifications, and information requested below. The Background Qualifications Submittal will be evaluated on a pass/fail basis as part of the RTA's determination of the technical acceptability and responsiveness of the proposal, the responsibility of the proposer, and the proposer's satisfaction of the basic qualifications to perform the services. Volume 1 shall have no page limits.

4.1.1. Proposal Letter

Each proposer shall submit the Proposal Letter using the form in Attachment 1 (without alterations), signed by an authorized representative of the proposer.

4.1.2. Evidence of Good Standing and Authorized Execution

The proposer shall provide evidence with its proposal that it is in good standing in the State of its incorporation/organization and that it is qualified to do business in the State of Louisiana. If the proposer is a joint venture or partnership, such evidence shall also be provided for all joint venture or partnership members.

If the proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body that it is authorized to submit the proposal and enter into and bind the proposer to the Agreement. If the proposer is a joint venture or partnership, it shall provide such evidence in the form of a resolution by each joint venture member or general partner.

If the proposer is a joint venture:

- (a) it shall also include a power of attorney executed by each joint venture member evidencing the capacity of the person signing the Proposal to bind the proposer (and the other joint venture members) to the Proposal and the Agreement; and
- (b) each of the joint venture members shall also affirmatively state in the proposal that they will be, if awarded the Agreement, jointly and severally liable for performance of all the proposer's obligations under the Agreement. In the case of a joint venture, the person with power of attorney to sign the proposal should execute the required certifications.

Each proposer must identify a designated contact(s) who is authorized to negotiate on its behalf with the RTA in connection with this RFP, these services and project, and the Agreement (including the price), and to bind the proposer on all matters relating to the RFP and the Agreement. The individual(s) will be identified in the proposer's Proposal Letter.

4.1.3. Federal Requirements, Certifications, Plans, and Programs

Each proposer shall provide the following certifications, each of which must be executed by a duly authorized officer or representative of the proposer. The following plans and programs are required as part of the Background Qualifications Submittal Volume 1 – some plans, as indicated below, will also be reviewed as part of the technical evaluation, but remain outside of the Volume 2 page limit.

4.1.3.1. Drug and Alcohol Policy

Each proposer shall provide its drug and alcohol policy, which must be in compliance with FTA/Department of Transportation regulations. This policy will also be reviewed as part of the technical evaluation but remains outside of the Volume 2-page limit.

4.1.3.5 EEO/Affirmative Action Plan

Each proposer shall provide an Equal Employment Opportunity Program, including an Affirmative Action Plan (in compliance with Federal law) that includes persons with disabilities and disabled veterans.

4.1.3.6 System Safety Program Plan / Safety Plan

Each proposer shall provide a plan to implement an approved System Safety Program Plan / Agency Safety Plan that complies with all applicable Federal regulations of the Occupational Health and Safety Administration, Department of Homeland Security, Department of Transportation, and any other applicable Federal, state or local safety/security laws, regulations, rules, codes, or orders. This program should specifically address the safety, security and emergency preparedness of employees, passengers, and assets, and should also include:

- a) A plan for operational safety (with and without passengers aboard), traffic safety, accident reduction and prevention, accident remediation, crime prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities.
- b) A step-by-step description of the accident investigation process, accident notification communication tree, customer injury claim process, and follow-up process proposed for this site.
- c) A description of the proposed emergency management procedures, including field and table-top training, exercises, and a service recovery plan.
- d) An identification of the staff position dedicated to system security; emergency preparedness; implementation strategies for security awareness; and implementation of Homeland Security requirements.

- e) A plan for monitoring access to the facilities and for the secure distribution and tracking of facility keys, identification badges, alarm codes and parking permits.
- f) A plan for providing passengers and others important safety, security and emergency preparedness information to include transit system safety, transit system security, and transit system emergency preparedness.
- g) An annual plan for the training and education of staff in transit safety, transit security and transit system emergency preparedness.

This program will also be reviewed as part of the technical evaluation but remains outside of the Volume 2 page limit.

4.1.3.7 Organizational Conflict of Interest Certification

Each proposer shall fill out and submit the form included in Attachment 5: Organizational Conflict of Interest Certification.

4.1.4. Financial Information

Each proposer shall provide a copy of the audited financial statements (including balance sheet and income statements) of the proposer for the last three (3) years, together with the financial statements of any parent or affiliated company of the proposer for the same three (3)-year period. The financial statement must set forth the financial status of the entity or business unit that will perform the services to be provided under this RFP. If an audited financial statement is not available, the proposer may provide a certified financial statement signed and authenticated by its Chief Financial Officer. If the proposer is a joint venture or partnership, audited financial statements should be provided for each joint venture member or general partner.

If a proposer relies on the financial statements of a parent corporation to establish its financial viability, or if a proposer is a wholly-owned subsidiary and does not have financial statements, the RTA will require that parent corporation to execute a written parent guarantee of the performance of its subsidiary (the proposer).

The proposer shall also disclose any planned or proposed acquisition by or of another entity or any planned or proposed merger with another entity, and any adverse financial information or condition (including bankruptcy or insolvency) that arose in the five (5)-year period prior to the period covered by the financial statements submitted or is otherwise not fully reflected in those financial statements.

4.2. Volume 2 - Technical Volume

The Technical Volume should include the sections outlined below. The page limit is 75 pages.

4.2.1. Introduction and Firm Overview

If the proposer is a standalone entity with a track record of operating and maintaining waterborne transit systems, they shall provide its understanding of the project, its familiarity with waterborne transit systems, an overview of the firm, industry awards and certifications, and the regions it operates in.

If the proposer is a joint venture or a partnership without a track record of operating and maintaining waterborne transit systems, they shall provide its unified understanding of the project, the familiarity with waterborne transit systems across its member firms, an overview of the member firms, industry

awards and certifications, and the regions member firms operate in.

4.2.2. Project Track Record

Proposers shall provide a list of all similar assignments they are performing or have performed within the last five (5) years and provide any reason for cancellation. Information on each assignment should be provided in a table format and include the following:

- Date contract of service began and ended or if still operating indicate such
- Description of services performed
- Years services were performed
- Name, title, address, current telephone and email address, if possible, of references who were in a direct oversight or managerial role
- Total fixed dollar value of contract

Each proposer shall include the information set forth below as applicable for each past performance, activities, and projects. If the proposer is a joint venture or partnership, the information should be submitted for each joint venture member or general partner. The information shall cover the five (5) year period prior to the required submittal date for the proposal.

1. Information concerning any instance of where the proposer was debarred, disqualified, or removed from a Federal, state, or local government public transportation project.
2. Any instance where the proposer submitted a bid or proposal on a public transportation project and were found by an awarding body not to be a responsible bidder or proposer.
3. Any instance where the proposer was terminated for default or otherwise defaulted on a public transportation contract, or any instance in which the proposer's work was completed by a surety.
4. Information concerning the bankruptcy, receivership or insolvency of the proposer.
5. Information concerning all claims, disputes, arbitrations, and lawsuits (including any settlement thereof) between a public entity (e.g., a transit agency, State, or unit of State or local government) and the proposer in which the claim, settlement, or judgment exceeds Two Hundred Thousand Dollars (\$200,000) covering the past five years.

4.2.3. Case Studies on Key Firm Qualifications

Provide up to three (3) detailed qualifications from the above list that demonstrate ability to perform the services requested under this solicitation. Firm qualifications should include:

- Relevance of qualification to this engagement
- Innovative approaches and methodologies employed to solve specific problems
- Nature of contract, and its performance-based feature(s)
- Years services were performed
- Technologies and methods used to improve customer service, control costs
- Workforce retention and labor relations

4.2.4. Team and Staffing Overview

Describe your staffing plan including how your management team will achieve service delivery goals. The proposed team set forth in the staffing plan must comply with any federal, state, or local requirement,

including but not limited to requirements of the U.S. Coast Guard. Describe your approach to hiring, training, promoting, and retaining employees, evaluating and disciplining employees to maintain and grow a quality and diverse workforce. Please provide samples of any forms or documents used.

Additionally, provide an overview of the proposed team and Key Personnel. Key Personnel shall include:

1. General Manager
2. Safety Manager
3. Maintenance Manager

Provide a full resume and biography for at least the Key Personnel, including at least two business references, with contact telephone number, education, qualifications, background and availability of the proposed candidate. Candidates proposed for any Key Personnel position must be able to demonstrate at least five (5) years of responsible waterborne transportation management experience in a position of comparable responsibility. The proposed Key Personnel candidates must be available to attend the proposal interview. It must be evident that the General Manager demonstrates not only strong leadership skills but also has the ability to deal with conflict.

Provide a commitment that the Key Personnel identified in the proposal shall be present during the transition and at the start-up of work under the Agreement, as well as during the initial term of the Agreement. RTA will reserve the right of prior approval for any changes to management staff throughout the term of this Agreement.

4.2.5. Technical Approach

Describe how the proposer intends to execute under the terms of the Agreement.

1. Provide a proposed detailed organization chart showing the reporting relationships among and between, key personnel, staff, departments, any of the Company / Board of Directors or other superior reporting bodies.
2. Describe your approach to strategic and day-to-day management of the ferry services to achieve effective service-delivery.
3. Describe your approach to financial accounting, budgeting and reporting, and the effective use of Business Process IT systems. Keep in mind that:
 - a. RTA must have access to all data from the selected proposer at all times.
 - b. Selected proposer must use RTA Maintenance application for inventory.
 - c. Selected proposer must use RTA issued email system for communication.
 - d. Selected proposer cannot have network servers connected to RTA infrastructure. Only connections via remote access will be permitted.
 - e. RTA will need to retain copies of all maintenance records.
 - f. All information must be entered into our supplied maintenance system. If the selected proposer has its own maintenance application, the information would have to be entered into both systems/applications.
 - g. RTA IT will maintain all RTA owned computers and infrastructure.
4. Describe your approach to service operations for the ferries and methods used to achieve service delivery targets and passenger security while minimizing extra board requirements.

5. Describe your approach to vehicle (including ferries) and system maintenance and maintenance management information systems (MMIS) including staffing strategy to assure the availability of reliable, safe, clean ferries to meet established service levels and inspection and maintenance protocols.
6. Describe your approach and staffing strategy for the implementation of an effective safety and quality control system for operations and maintenance.
7. Describe your format for the most effective reporting of system performance to the RTA Board of Commissioners to support decisions relative to financial status, operations and maintenance, and other responsibilities.
8. Describe your facility maintenance and operations plans, including the utilization of space to promote efficiency, productivity, and high employee morale.
9. Describe your approach toward receiving and responding to inquiries regarding schedules, changes in service, or additional services and customer complaints.
10. Describe your approach towards coordinating with the RTA and/or the U.S. Coast Guard via radio dispatch.
11. Describe your approach to compliance with and implementation of the Safety Plan.
12. Please propose any innovative and creative ideas for RTA's consideration that you believe will support and enhance RTA's mission to provide safe, dependable, efficient waterborne transit services to the residents of and visitors to the greater New Orleans region, through investment in infrastructure and service, to expand access to opportunities, to build a more resilient community, and to protect the cultural, social, and economic wellbeing of our community through mobility.
13. Describe how proposer shall implement a Data Collection Device System Management and Operations Plan, as well as comply with it.
14. Describe, and provide examples of, your working relationship with the U.S. Coast Guard.
15. Provide a strategy, including sample schedules, for additional Ferry Platform Service hours for routes between (i) Canal Street-to-Audubon Park and (ii) Canal Street-to-Gretna, which could be achieved using the Ferry Platform Service Hourly Rate set forth in the price proposal.

4.3. Volume 3 - Financial Volume

4.3.1. Financial Submission

The proposer shall include as part of this Volume 3 submittal a completed Attachment 7: Price Proposal Form. In addition, the proposer shall include as part of this Volume 3 submittal, a document outlining the methodology behind the proposed pricing of the Ferry Platform Service Hourly Rate, Lump Sum for Indirect Costs, and Fixed Fee for the first year of the Agreement, and how said methodology will result in value for money for the RTA. Specifically, in this document describing the methodology, the proposer will provide written rationale specifying the breakdown of the proposed Ferry Platform Service Hourly Rate and Lump Sum for Indirect Costs.

RTA reserves the right, during negotiations with the selected proposer, to allocate a portion of the price

associated with the Ferry Platform Service Hourly Rate towards a lump sum annual service payment, and to reduce the Ferry Platform Service Hourly Rate accordingly.

In submitting Volume 3, proposers acknowledge compliance to and acceptance of, without exception, all terms and conditions of this RFP. Proposers may, in questions or requests for clarifications, raise exceptions to the terms and conditions of this RFP. However, the RTA is under no obligation to consider any exceptions raised in questions or requests for clarifications.

There is no page limit to this Volume 3. Volume 3 should be provided in a separate sealed envelope, as part of an overall package containing Volumes 1 & 2.

4.3.2. Not-to-Exceed Amount

RTA will reject a proposal if the submitted Price Proposal Form includes a loaded hourly rate, including indirect costs and fixed fee, that exceeds \$525 per hour.

RTA reserves the right to adjust the not-to-exceed amounts, during negotiations with the selected proposer, in the event that there is a new or amended CEA.

5. Evaluation and Selection Process

5.1. Evaluation Process

5.1.1. Review of Background Qualifications Volume

The first step in the evaluation process will be a review of the Background Qualifications Volume of each proposer to determine if the proposer has provided the required background information, summary of qualifications, certifications and other information required in Volume 1 under section 4.1. of the RFP, and whether the proposer has the necessary capacity to perform the services and is responsible. This review will also examine Volumes 2 & 3 to determine if the proposer has provided those submittals in compliance with the requirements of this RFP and to determine if the proposal is otherwise technically acceptable and responsive. Evaluation of the Background Qualifications Submittal will be on a pass/fail basis. RTA may request clarifications from proposers during this review. Each proposal that passes the initial review will be deemed to have satisfied the Background Qualifications requirements and will be evaluated and scored in accordance with the following sections.

5.1.2. Evaluation of Proposals

5.1.4.1. General Approach

Each proposal that is determined to meet the requirements of this RFP and pass the initial review will then be evaluated by the Evaluation Committee in accordance with the provisions of this Section. Proposals will be evaluated on the basis of the technical qualifications and the price. Technical qualifications will account for 90% of a proposer's total score and price will account for 10% of a proposer's total score. The RTA will make an award to the proposer whose proposal is the most highly evaluated based on factors below, including price.

The Evaluation Committee and its designees will conduct an evaluation of Volume 2 of all acceptable Proposals under the qualifications criteria set forth in this RFP. The Committee will also evaluate and score Volume 3 of all acceptable Proposals. Based on this evaluation and scoring, the Evaluation Committee will develop a ranking of Proposals. The RTA reserves the right to select for contract award the proposer whose proposal is most highly evaluated, after evaluation of the initial Proposals as

submitted, without interviews or discussions.

5.1.4.2. Technical Qualifications

Technical qualifications shall constitute 90% of the total score. The technical qualifications evaluation factors and the weight afforded to each factor are set forth below.

1. Firm Qualifications shall constitute 40% of the total score. This factor involves an evaluation of Section 4.2.1 Introduction to Firm Overview, Section 4.2.2 Project Track Record, and Section 4.2.3 Case Studies on Firm Qualifications, references, and results of interviews (if conducted).
2. Staff and Key Personnel shall constitute 20% of the total score. This factor involves an evaluation of Section 4.2.4 Team and Staffing Overview, including proposed Key Personnel, their background, the management plan, the staffing plan, references, and results of interviews (if conducted).
3. The Technical Approach shall constitute 20% of the total score. This factor involves the evaluation of Section 4.2.5 Technical Approach, all applicable Volume 1 plans and policies, and results of interviews (if conducted).
4. The Disadvantaged Business Enterprise (DBE) Participation Plan shall constitute 10% of the total score. This factor involves evaluation of Section 4.2.6 DBE Participation Plan and results of interviews (if conducted). The proposer who submits a DBE Participation Plan that best aligns to the goals and objectives of the RTA's DBE program, as determined by the Evaluation Committee, will receive the entire 10% of the total score allocated to this technical evaluation factor, and all other proposers will receive proportionally lesser amounts in a manner similar to the scoring for pricing.

5.1.4.3. Pricing

Price Proposals shall constitute 10% of the total score. The Price Proposal, submitted in the form of

Attachment7, consists of a Ferry Platform Service Hourly Rate, a Lump Sum for Indirect Costs, and a Fixed Fee. Prices will be scored on a proportionate basis (assuming 12,000 Ferry Platform Service hours during the first year of the Agreement), with the lowest realistic total price receiving the full 10 points. Other prices will be scored using the calculated formula below:

$$\text{Proposer's score} = (\text{Lowest 1}^{\text{st}} \text{ Year Price} / \text{Proposer's 1}^{\text{st}} \text{ Year Price}) * (10 \text{ points})$$

5.1.4.4. References

The Evaluation Committee may contact any of a proposer's client references or any other entity that the proposer and its staff has listed as an entity for which services were performed, to discuss the proposer's or its key staff's qualifications and past performance. The RTA reserves the right to contact additional references, whether or not listed as a reference by proposer or proposer's staff. The results of any such reference checks, regardless of whether the reference was listed within the proposal, may be considered in the evaluation and scoring of proposals.

5.1.4.5. Interviews and Other Reviews

The RTA, in its discretion, may elect to conduct interviews with proposers and their proposed Key Personnel, as well as to make site visits to transit facilities or properties of past or current client references or customers. These interviews and site visits may occur during any stage of the evaluation process. The RTA has the right to conduct a price/cost analysis to determine the fairness and reasonableness of a price proposed, and to conduct a price realism analysis to determine if a price proposed is unrealistically low, is inconsistent with a proposer's technical approach, or reflects a lack of understanding of the technical requirements of the RFP. In conducting such analyses, the RTA has the right to review and audit all business records and related documents (including independent evaluations) of any proposer (including any affiliate or parent company, partner, or joint venture member). The RTA will not award a contract to a proposer if RTA determines the proposer's price is unrealistically low or unreasonably high.

5.1.4.6. Single Proposal

If only one proposal is received in response to this RFP, the RTA may, at its discretion, negotiate the Agreement with that single proposer if its proposal meets the requirements of this RFP, and may award the Agreement to that proposer if agreement can be reached on final terms and conditions and if the price proposed is found by the RTA to be fair and reasonable, and realistic. In that event, information will be requested from the proposer to enable the RTA to perform a price/cost analysis and evaluation and audit to determine if the price is fair and reasonable.

5.1.4.7. Competitive Range Determination

The RTA retains the option to award based on initial proposals. However, based on its initial evaluation and review of qualifications and price under this section, including any initial interviews conducted, the RTA will determine whether to proceed with selection and contract award or to establish a competitive range for the proposals. If a competitive range is established, the Contracting Officer will notify proposers in writing whether or not they are in the competitive range.

5.1.4.8. Best and Final Offers

1. If a competitive range is established, the RTA will conduct interviews with all proposers in the competitive range. Interviews may include a presentation by the proposer,

followed by questions and requests for clarification by the RTA. Proposers should be prepared to fully explain and justify their Price Proposals, including the assumptions or models they used to develop costs. At the conclusion of the interview and negotiation process, proposers in the competitive range will be asked to submit BAFOs (which will include final Price Proposals). Proposers should attempt in their BAFOs to respond to and fully address all issues, concerns, deficiencies, and questions that were raised during the interview sessions and in the RTA's request for BAFOs, and to submit the most cost-effective Price Proposals feasible. The RTA expects the final price Proposal presented in a proposer's BAFO to be lower than its initial Proposal; if the BAFO price is higher, the proposer must provide a full and detailed explanation of the reasons for such higher price. RTA also reserves the right to require additional rounds of BAFOs.

2. If a competitive range is not established, the Evaluation Committee will complete its evaluation and scoring of the Proposals and determine the highest ranked Proposal, based on the criteria listed above, and will make its recommendation for contract award to the Contracting Officer.
3. Following the completion of evaluation by the Evaluation Committee and the scoring of Proposals and BAFOs if requested, in accordance with this Section, the Chairman of the Evaluation Committee will make a recommendation of the most qualified proposer based on the results of the scoring by the Evaluation Committee and will also provide a recommended ranking for each of the other proposers. That recommendation and ranking will be submitted to the RTA's Chief Executive Officer for review and submittal to the Board of Commissioners of the RTA.

6. Proposal Terms and Conditions

6.1. Cost of Proposal

The RTA shall not be liable for any expenses incurred by proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals.

6.2. Price Stability

In submitting proposals, all proposers acknowledge and agree that all prices therein shall be good and valid for one hundred eighty (180) days from the proposal submittal deadline or BAFO submittal if applicable.

6.14 Inconsistencies in Conditions

In the event there are inconsistencies between the Draft Ferry Operation and Maintenance Agreement and other proposal terms or conditions contained herein, the former will take precedence.

7. Transition of Services and Continuity of Operations

The successful Proposer shall be required to support an orderly and seamless transition of ferry services to ensure continuity of operations, public safety, and regulatory compliance.

7.1 Transition Period

RTA anticipates a transition period which will be based upon the selected proposer's transition plan, commencement of the Agreement, and any remaining time on the current vendor's contract.

7.2 Incumbent Contractor Responsibilities

The Authority anticipates a transition period between the incumbent contractor and the selected proposer. Such cooperation shall include, but shall not be limited to:

- Participation in transition and coordination meetings as directed by the Authority
- Provision of reasonable access to operational records, manuals, procedures, schedules, and other non-proprietary documents necessary to effect an orderly transition
- Assistance with the transfer of operational knowledge, including staffing plans, training protocols, and safety procedures
- Continued performance of all services in accordance with the existing contract until its expiration or termination date

7.3 Successful Proposer Responsibilities

Within fifteen (15) calendar days of Notice of Award, the successful Proposer shall submit a detailed Transition Plan for review and approval by the Authority. At a minimum, the Transition Plan shall address:

- Staffing and training requirements
- Assumption of operational control and responsibilities
- Coordination with the incumbent contractor and Authority staff
- Schedule, milestones, and risk mitigation measures
- Compliance with all applicable federal, state, and local regulations, including U.S. Coast Guard requirements

The successful Proposer shall be responsible for implementing the approved Transition Plan in a manner that ensures continuous, safe, and reliable ferry operations.

7.4 Authority Rights

The Authority reserves the right to require an overlap period between the incumbent contractor and the successful Proposer, if deemed necessary to protect public safety or service continuity. The Authority may modify transition requirements or timelines as operational conditions require.

Pricing for any transition-related services shall be included in the proposal. No additional compensation shall be paid for transition-related activities not set forth in the submitted proposal.

7.5 Failure to Cooperate

Failure by the successful Proposer to cooperate fully in the transition process shall be deemed a material breach and may result in enforcement actions, including but not limited to contract termination, assessment of damages, or other remedies available to the Authority under law or contract.

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Attachment 1: Proposal Letter Form

New Orleans Regional Transit Authority

Re: Request for Proposals No. 2026-XXX

Date: _____

Name of Proposer: _____

1. The proposer is a _____ [identify form of organization and identify any equity participants in the proposer if it is a joint venture].
2. The proposer has reviewed the RFP, including the Attachments thereto, and all other information made available by the New Orleans Regional Transit Authority (RTA) for Ferry Transit Services Operations and Maintenance as described in the RFP, and offers to carry out the services in accordance with the RFP, this Proposal Letter, its Proposal, and its BAFO (if any).
3. The proposer acknowledges and agrees that its Proposal constitutes a binding offer to supply the services covered by the RFP in accordance with the terms, conditions, and requirements of the RFP, including the Attachments thereto. If selected as the contractor, the proposer agrees that it will execute the Agreement and perform all the operations and maintenance work in accordance with the terms and conditions thereof.
4. The proposer agrees to keep its Proposal open for acceptance for one hundred eighty (180) days after the Proposal due date without unilaterally varying or amending its terms and, if the proposer is a partnership or joint venture, without any member or partner withdrawing or any other change being made in the composition of the entity on whose behalf this Proposal is submitted.
5. The proposer understands that the RTA is not bound to accept any proposal the RTA may receive, and that all costs and expenses incurred by us in preparing this Proposal and participating in the RFP process will be borne solely by us.
6. The proposer agrees not to challenge, question, or seek to review any decision of the RTA with regard to this Proposal, including but not limited to, any decision to award the Agreement to another party or to not award the Agreement at all, except as expressly permitted in the Protest Procedures in the RFP.
7. The proposer acknowledges receipt of the following Addenda (identify by number and date):

No.	Date	No.	Date
1.	_____	4.	_____
2.	_____	5.	_____
3.	_____	6.	_____

8. The proposer acknowledges and agrees that it understands and will comply with all applicable Federal, State and local requirements.
9. The proposer acknowledges and agrees that it will comply with the Anti-Lobbying Clause in Section 6.10 of the RFP and understands that impermissible contacts, as described in that Section, shall be the basis for disqualification of the proposer.
10. The proposer certifies that Drug and Alcohol policy provided is in compliance with the FTA's "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations" (49 CFR Part 655).
11. The proposer certifies that the Equal Employment Opportunity Program, including plans for Affirmative Action, persons with disabilities, and disabled veterans, is in compliance with all Federal, state, and local law.
12. The proposer certifies that the System Safety Program Plan / Safety Plan provided complies with all applicable Federal regulations of the Occupational Health and Safety Administration, Department of Homeland Security, Department of Transportation, and any other applicable Federal, state or local safety/security laws, regulations, rules, codes, or orders.

13. The proposer's contact person during the period of Proposal evaluation is as follows:

[Name, title, phone and email]

Signature block:

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

Proposer's business address:

(Street) (Floor or Suite)

(City) (State or Province) (Zip or Postal Code) (Country)

Attachment 2: Non-Collusion Declaration

NON-COLLUSION DECLARATION

The undersigned declares:

I am the__ of _____, the party making the foregoing proposal. (title)

(Proposer)

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of _____ that the foregoing is true and correct and that this declaration is executed on _____, at _____, _____.

(date)

(city)

(state)

Signature _____

Name _____

Attachment 3: Certification Regarding Suspension and Debarment

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. Part 1200. As such, the proposer is required to verify that the proposer, its subcontractors, participants and principals (as defined in 2 C.F.R. 180.980 and 180.995) and its affiliates (as defined in 2 C.F.R. 180.905) are not excluded or disqualified (as defined in 2 C.F.R. 180.935 and 180.940).

The proposer is required to comply with 2 C.F.R. Part 1200, Subpart C and must include the requirement to comply with 2 C.F.R. Part 1200, Subpart C in any lower-tier covered transaction it enters into. Furthermore, by signing this certification, the proposer acknowledges and certifies as follows:

This certification is a material representation of fact relied upon by New Orleans Regional Transit Authority. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to New Orleans Regional Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 2 C.F.R. Subpart C throughout the period of this contract. The proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Name of Proposer

Address of Proposer

City, State, and ZIP Code of Proposer

Attachment 4: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The proposer certifies, to the best of his or her knowledge and belief, that:

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 an 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 subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact relied upon by New Orleans Regional Transit Authority. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The proposer certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the proposer understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Company

Signature

Printed Name

Attachment 5: Organizational Conflict of Interest Certification

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

1. The proposer certifies that the proposer:
 - A. Is able to provide impartial and objective assistance or advice to RTA and is not limited in its ability to do so by other activities, relationships, contracts, or circumstances;
 - B. Does not have an unfair competitive advantage in this procurement through the receipt of or access to nonpublic information; and
 - C. Has not established the ground rules for the solicitation or selection of the services or goods to be acquired in this procurement by developing specifications, evaluation factors, or similar documents during the performance of an earlier contract or the conduct of a procurement.
2. The proposer also certifies that if it becomes aware of any information contradicting the statements of subparagraphs (A) through (C) above, it will promptly disclose that information to RTA and include in such disclosure all relevant facts concerning the organizational conflict of interest.
3. If the proposer is unable to certify the validity of the statements in paragraphs (1) and (2) above, it shall provide a written explanation to RTA attached to this Certification. The proposer's written explanation shall include all relevant facts concerning any past, present, or currently planned interests that preclude the proposer from certifying the validity of the statements in paragraphs (1) and (2) above.

Proposer Name

Date

Signatory Name

Signatory Title

Authorized Signature

Attachment 6: Federal Requirements

FEDERAL REQUIREMENTS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third-party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with applicable Federal requirements.

Activities performed under this contract, and any amendments thereto, may be financed in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA) to the New Orleans Regional Transit Authority, and if so, would therefore be subject to the applicable grant terms, conditions, and regulations. Accordingly, the Contractor and its subcontractors performing activities under this contract must adhere to the Federal requirements stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and requirements as set forth herein unless specifically exempted. The Contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal requirements. The Contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the Contractor responsible for damages and/or contract termination.

1. BUY AMERICA REQUIREMENTS

If the Contractor uses Federal funds to purchase any capital items to be used in providing services under the contract, the Contractor shall comply with the applicable Buy America requirements set forth in 49 U.S.C. § 5323(j) and the applicable regulations in 49 C.F.R. Part 661, as amended, and shall be responsible for obtaining the Buy America certification required under such regulations.

2. FLY AMERICA REQUIREMENTS

As used herein: "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Ch. 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign- flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers:

International air transportation of persons (and their personal effects) or property by U.S.- flag air carrier was not available, or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons].

The Contractor shall include the substance of this clause, including this subsection (d), in each subcontract or purchase under this Contract that may involve international air transportation.

3. INTELLIGENT TRANSPORTATION SYSTEMS—NATIONAL ARCHITECTURE

If necessary, the Contractor agrees to conform to the National Intelligent Transportation System (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable Federal guidance.

4. CHARTER SERVICE OPERATIONS

The Contractor agrees to comply with 49 U.S.C. § 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

5. SCHOOL BUS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605, which provide that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

6. CARGO PREFERENCE REQUIREMENTS

If the Contractor uses Federal funds to purchase any capital items from foreign sources under the contract, the Contractor agrees:

- (A) To use privately owned U.S.-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, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S.-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 FTA recipient (through the Contractor in the case of a subcontractor's bill of lading);
- (C) To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7. ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (49 U.S.C. § 6321, et seq.), 49 C.F.R. Part 18.

8. CLEAN WATER REQUIREMENTS

(A) The Contractor agrees to comply with all 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 New Orleans Regional Transit Authority and understands and agrees that the New Orleans Regional Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (EPA) Regional Office.

(B) 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.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION

(A) Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

(B) Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(C) Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.

- (D) Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

10. LOBBYING

The Contractor shall file the certification required by 49 C.F.R. Part 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 New Orleans Regional Transit Authority.

11. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

- (A) The Contractor agrees to provide New Orleans Regional Transit Authority, the FTA Administrator, 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. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including but not limited to data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- (B) The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- (C) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit information related to the performance of the contract as reasonably may be required. 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. This right of access is not limited to the required retention period set forth in (D) below but continues as long as the records are retained.

- (D) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. 200.333. The Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than three 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 the Contractor agrees to maintain the records until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

12. CHANGES TO FEDERAL REQUIREMENTS

The 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 Master Agreement between New Orleans Regional Transit Authority and the FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

13. CLEAN AIR

- (A) 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 New Orleans Regional Transit Authority and understands and agrees that New Orleans Regional Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(B) 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.

14. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (EPA) "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- (A) New Orleans Regional Transit Authority 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 New Orleans Regional Transit Authority, the Contractor, or any other party (whether or not a part to that contract) pertaining to any matter resulting from the underlying contract.

- (B) 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.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (A) 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 contract. Upon execution of this 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.
- (B) 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. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- (C) 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.

17. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

- (A) The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract

at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (i) Debarred from participation in any federally assisted Award;
- (ii) Suspended from participation in any federally assisted Award;
- (iii) Proposed for debarment from participation in any federally assisted Award;
- (iv) Declared ineligible to participate in any federally assisted Award;
- (v) Voluntarily excluded from participation in any federally assisted Award; or
- (vi) Disqualified from participation in any federally assisted Award.

(b) The Contractor has provided the New Orleans Regional Transit Authority with an attached certification addressing its debarment and suspension status and that of its principals, affiliates, and subcontractors. The Contractor shall promptly inform the New Orleans Regional Transit Authority of any change in the suspension or debarment status of the Contractor or its principals, affiliates, and subcontractors during the term of the Contract. Further, the Contractor shall include a provision requiring compliance with the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200 in its lower-tier covered transactions.

18. NATIONAL TRANSIT DATABASE

Contractor shall comply with and facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD); conform to the NTD reporting system and the Uniform System of Accounts and Records; comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System” at 49 C.F.R. Part 630; report information relating to, and the condition of, its public transportation assets, as provided in FTA regulations, “Transit Asset Management; National Transit Database,” at 49 C.F.R. Parts 625 and 630; comply with any other applicable reporting regulations and requirements; and follow FTA guidance.

19. PRIVACY ACT

- (A) 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.

- (B) 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.

20. CIVIL RIGHTS REQUIREMENTS

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor 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. These include, but are not limited to, the following:

(A) 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 the performance of this Contract. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(B) Equal Employment Opportunity

(1) Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, and National Origin. 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. Part 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,” and Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, 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 activities subject to this contract. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. The Contractor agrees to take affirmative action to ensure that

applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action includes, but is not 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 that FTA may issue.

(2) 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 that FTA may issue.

(3) 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 that FTA may issue.

- (C) Access for Elderly Individuals and Individuals with Disabilities. The Contractor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, et seq. In addition, the Contractor agrees to comply with all applicable requirements of "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37 (including, but not limited to, service requirements and reasonable modification standards contained in 49 C.F.R. § 37.161-173 and Appendix E thereto), and "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, and any other implementing requirements that may be issued.

(D) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

- (E) Access to Services for Persons with Limited English Proficiency. The Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

21. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

- (A) This contract is subject to the requirements of 49 C.F.R Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs.
- (B) The Contractor and any subcontractors 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 this DOT assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the New Orleans Regional Transit Authority deems appropriate. See 49 CFR 26.13(b). Each subcontract that the Contractor enters into with a subcontractor must include the assurance in this subsection.

22. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101, et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following regulations and any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;
3. U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles", 49 C.F.R. Part 38;
4. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;
5. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 26;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19;
7. 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;
8. U.S. 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
9. FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

23. SAFE OPERATION OF MOTOR VEHICLES

- (A) Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company- owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the New Orleans Regional Transit Authority.
- (B) Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

24. OTHER ENVIRONMENTAL PROTECTIONS

The Contractor shall comply and facilitate compliance with all Federal environmental laws, regulations, and requirements, and will follow applicable guidance regarding them. These laws, regulations, and requirements include (but are not limited to) the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order No. 11988, as amended, “Floodplain Management.”

25. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION 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 in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any New Orleans Regional Transit Authority requests which would cause New Orleans Regional Transit Authority to be in violation of the FTA terms and conditions.

26. DRUG AND ALCOHOL TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations, the State oversight agency of Louisiana, or New Orleans Regional Transit Authority, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before January 31st and to submit the Management Information System (MIS) reports before January 31st to the New Orleans Regional Transit Authority. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

27. TRANSIT ASSET MANAGEMENT

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5326 and 49 C.F.R. Part 625, as may be amended.

28. SAFETY

The Contractor shall fully comply with all requirements of the New Orleans Regional Transit Authority's State Safety Program Plan/Agency Safety Plan dated October 16, 2017, and any annual updates made, and shall fully comply with 49 U.S.C. § 5329 and all applicable FTA and Federal Railroad Administration requirements and regulations.

29. MARITIME LAWS

The Contractor shall fully comply with all laws associated with operation of a ferry service in the coastwise trade of the United States, including but not limited to 46 U.S.C. § 55103 and all U.S. Coast Guard rules and regulations regarding safety, inspection, and operation of passenger ferries in commercial service.

Attachment 7: Price Form

A. Ferry Service Platform Hourly Rate

B. Lump Sum for Indirect Costs

C. Fixed Fee

D. Loaded Hourly Rate

= ((A x 12,000) + B + C) + 12,000

E. Total First Year Price

= (A x 12,000) + B + C

□□