

**PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY
ON-CALL REAL ESTATE CONSULTANT
REQUEST FOR PROPOSALS (RFP) #2026-012**

Project Description: The Regional Transit Authority (RTA) is seeking a vendor to provide on-call real estate consulting and professional services per specifications in RFP 2026-012.

How to Obtain a copy of the RFP: Scope of Work and further information concerning the RFP may be obtained beginning May 4, 2026, from the RTA's Procureware website at <https://norta.procureware.com/home>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <http://www.norta.com>

Responding to RFP: Proposals must be submitted through RTA's Procureware website on or before 2:00 P.M., Friday, May 29, 2026. Any questions or further information concerning this RFP may be submitted through <https://norta.procureware.com/home> beginning on May 4, 2024. Only written questions submitted through <https://norta.procureware.com/home> shall be considered official. All answers to questions shall be posted as formal addenda to the website under RFP #2026-012.

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 32%. **No DBE goal has been established for this project as there are no subcontracting opportunities on 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.

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

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

REQUEST FOR PROPOSALS
FROM
REGIONAL TRANSIT AUTHORITY

SUBJECT: On-Call Real Estate Consultant Services

DATE: May 4, 2026

REQUEST FOR PROPOSALS NO. 2026-012

PROPOSAL RECEIPT DEADLINE: Friday, May 29, 2026 - 2:00 PM

The Regional Transit Authority requests proposals for the services set forth above in accordance with the scope of work enclosed in this Solicitation.

Proposals **MUST** be received by the date and time set as the Proposal Receipt Deadline.

Enclosures ("X" indicates item enclosed)

- Instructions to Proposers
- General Provisions
- Federal Requirements
- Evaluation
- Attachments

1. PROJECT DESCRIPTION

The New Orleans Regional Transit Authority (RTA) seeks proposals from qualified firms to provide on-call real estate consulting and professional services. These services are a critical component of RTA's mission to enhance mobility, foster economic growth, and create sustainable Transit-Oriented Communities (TOC) that benefit residents, businesses, and visitors throughout the Greater New Orleans area.

The selected firm will complete real estate projects on an on-call, task order basis on projects such as appraisals, lease negotiations, and property acquisitions.

2. SCOPE OF SERVICES

A detailed description of the requirements, scope of services, and deliverables is provided in Exhibit C.

3. TERM OF SERVICES

The agreement resulting from this Solicitation shall have an initial term of three (3) years, with two (2) additional one-year renewal options.

4. PROPOSAL INSTRUCTIONS & CONTENT

a. PROPOSALS

Each submittal must include a Statement of Qualifications that includes the following information (maximum 25 pages, single spaced, 12-point font):

- i. Firm Information: name, address, point of contact and contact information details, date submitted to RTA
- ii. Project Team: Organization chart of all firms included in submitter's team, roles for each firm, and key staff members and individual roles proposed for this Project
- iii. Project Understanding and Approach: Outline objectives of the project, significant opportunities and constraints and key issues, including the following:
 1. Your understanding of the nature and variety of real estate projects that the RTA could undertake in the coming years.
 2. Your understanding of the RTA's real estate holdings, current and future assets, and current and future real estate opportunities.
 3. Your understanding of the motivations, constraints, and parameters of public sector-driven real estate activity for transit agencies and similar public agencies.

4. Experience in providing real estate consulting services to similar clients and how those experiences will inform your work with the RTA.
 5. Insights into how your approach will facilitate a balance between maximizing revenue for the RTA and other RTA priorities that could factor into real estate decision making.
 6. Your understanding of any legal requirements that could govern how the RTA addresses its real estate needs and opportunities, both from the standpoint of purchaser/lessee and seller/lessor.
 7. Any tools, techniques, perspectives, or any other characteristics that distinguish your approach for executing the scope.
 8. Strategies for ensuring cost control, schedule adherence, and efficient management of task orders.
- iv. Featured Experience: Highlight selected projects from submitted qualifications (see Exhibit A, item 3) that demonstrate experience relevant to real estate consulting services and the scope and skills called for in Exhibit C – Scope of Services, showcasing technical expertise and experience with public sector clients and similar institutions. Highlight real estate experience in the New Orleans market and your understanding of local real estate market forces, constraints, and key inputs (e.g. construction costs, lease rates).

In addition to the Statement of Qualifications, each submittal must include the forms listed in Exhibit A.

b. PROPOSAL SUBMISSIONS

- i. Proposals can be sent electronically through RTA's ProcureWare system through <https://norta.procureware.com/home> until 2:00 P.M. on the date established as the submittal receipt deadline or a hardcopy may be mailed to: Regional Transit Authority, Attn: Procurement Department, 2817 Canal Street, New Orleans, LA 70119, provided such is received by RTA by the submittal receipt deadline. Proposals received after the specified date shall be considered late and shall not be considered for award. Each proposal shall be in the form specified in this Solicitation and, if provided by hardcopy, shall be in a sealed envelope with the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Solicitation marked on the outside.
- ii. Confidential Information, Trade Secrets, and Proprietary Information
 1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal or that portion of the proposal containing pricing will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or

proprietary in its entirety may be rejected without further consideration or recourse.

2. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.
3. You are reminded that while trade secrets and other proprietary information you submit in conjunction with this procurement may not be subject to public disclosure, you must claim such protections at the time of submission of your technical proposal. You should refer to the Louisiana Public Records Act for further clarification.
4. RTA will not credit any blanket exemption claims lacking specific justification.
5. You shall clearly designate the part of the proposal that contains a trade secret, privileged, or confidential proprietary information as “confidential” to claim protection, if any, from disclosure. You shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:
6. “The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets, privileged, or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this respondent as a result of or in connection with the submission of this proposal, RTA shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit RTA’s right to use or disclose data obtained from any source, including the respondent, without restrictions.”
7. Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.
8. You must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets, privileged, or confidential proprietary information, or otherwise designated as “confidential”, you agree to indemnify and defend (including attorney’s fees) the RTA and hold RTA harmless against all actions or court proceedings that may ensue which seek to order RTA to disclose the information.
9. RTA reserves the right to make any proposal, including proprietary information contained therein, available to RTA personnel for the sole purpose of assisting RTA in its evaluation of the proposal. RTA shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
10. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets, privileged, or confidential proprietary information and the information may be considered public records.

c. **PROPOSER REVIEW PROCEDURE**

- i. For the purposes of this paragraph, all submissions must be received by the RTA no later than 2:00 p.m. (Central Time) on the date specified as the deadline for the submission.
- ii. Request for Modification or Clarification
 1. This section establishes procedures for proposers to seek review of this Solicitation and any addenda. A proposer may discuss this Solicitation and any addenda with the RTA through designated communication channels.
 2. Proposers may submit to the RTA requests for interpretations, clarifications, or modifications concerning any term, condition, or specification included in this Solicitation or in any addendum. Any such request must be received by the RTA, in writing via ProcureWare, not less than **SEVEN (7) calendar days** before the date of the proposal receipt deadline. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, or clarification of this Solicitation.
 3. RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination will be furnished via ProcureWare to all proposers at least **THREE (3) calendar days** before the date scheduled as the proposal receipt deadline.

iii. Protest Procedures

1. The following is an explanation of the RTA protest procedures which must be followed completely before all administrative remedies are exhausted.
2. The RTA's policy and procedure for the administrative resolution of protests is set out in Appendix A of the Procurement Manual. The Procurement Manual contains rules for the filing and administration of protests. The Procurement Department will furnish a copy of Appendix A upon request.

- d. **CONTRACT DOCUMENTATION.** Any contract resulting from this Solicitation shall contain the terms and conditions included in this Solicitation and any addenda.
- e. **COST OF PROPOSAL.** Any costs incurred by proposers responding to this Solicitation in anticipation of receiving a contract award will not be reimbursed by

the RTA. Payments will only be made pursuant to a contract between RTA and the successful proposer.

- f. **PROPOSAL POSTPONEMENT AND ADDENDA.** The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this Solicitation up to the deadline date for proposal receipt. Copies of such addenda will be furnished to all prospective proposers. Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the RTA will enable prospective proposers to revise their proposals.
- g. **CANCELLATION OF REQUEST FOR PROPOSALS.** The RTA reserves the right to cancel this Solicitation in whole or in part upon written determination by the Director of Procurement/RTA that such cancellation is in the best interest of the RTA.
- h. **PROPOSAL REJECTION.** The RTA reserves the right to accept or reject any and all proposals submitted.
- i. **SINGLE PROPOSAL RESPONSE.** If only one proposal is received in response to this Solicitation, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the offer is fair and reasonable. Award of a contract to the proposer submitting the only proposal received in response to this Solicitation may be subject to approval by the FTA, with RTA reserving the right to accept or reject and readvertise for the requested scope of work.
- j. **PROPOSAL WITHDRAWAL.** Prior to the date and time set for the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written, facsimile, or electronic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written, facsimile, or electronic notices shall be received in the RTA Canal St. offices no later than the date scheduled as the proposal receipt deadline. After the Proposal Deadline, proposals may not be withdrawn for sixty (60) calendar days.
- k. **ACCEPTANCE OF PROPOSALS.** Each proposal shall be submitted with the understanding that it is subject to negotiation at the option of RTA. Upon acceptance in writing by RTA of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this Solicitation, as negotiated.
- l. **EVALUATION OF PROPOSALS.** The evaluation criteria are provided in this Solicitation. The proposer receiving the highest point total during the evaluation

phase of the selection process may be called in for negotiations. The contract will be awarded based on the Best Value to the RTA. RTA shall have the right to conduct any reviews it deems necessary and audit the business records of any and all proposers to determine the fairness and reasonableness of the offer. RTA reserves the right to award this contract without conducting negotiations.

- m. **AWARD PROCEDURE.** Within a reasonable time after the proposal receipt deadline, the RTA will transmit the contract documents to the Contractor. The contract documents will, at a minimum, consist of this Solicitation and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions and provisions required by FTA.
- n. **OFFERS.** Each proposal submitted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the scope of services pursuant to the specifications provided herein. Any omissions derived from such specifications which are reasonably necessary or customary for the completion of the work specified herein shall be considered a portion of this Solicitation.
- o. **ADDENDA.** Proposers must acknowledge receipt of all addenda to this Solicitation in their proposal response.
- p. **ADMINISTRATIVE EVALUATION**

Prior to the distribution of submittals to the Technical Evaluation Committee, the RTA shall perform an administrative evaluation of each submittal.

q. **EVALUATION CRITERIA**

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

A. Qualifications of Assigned Staff (40 points)

- Demonstrated expertise in the various real estate consulting services and the scope and skills called for in Exhibit C – Scope of Services.
- Qualifications of key personnel in performing related work who will be assigned to this project, and the quality of relevant experience.
- Demonstrated experience in providing real estate consulting services to similar public agencies, such as transit agencies or other instruments of local government.
- Experience with non-traditional financing sources that are often key to the success of real estate projects in the New Orleans market, such as federal and state historic tax credits, Low Income Housing Tax Credits,

New Market Tax Credits, Payments in Lieu of Taxes, Community Development Block Grants, and other sources.

B. Firm's Experience and Qualifications (40 points)

- Familiarity with the New Orleans real estate market, key data points in the local market (e.g. construction costs, rents and valuations across asset classes), the local regulatory climate (zoning, historic preservation laws), and other qualitative factors that can affect the success of real estate projects (e.g. neighborhood sentiment, availability of financing).
- Submitter's understanding of RTA's real estate holdings and opportunities for leasing and other development activity. A list of RTA's current real estate holdings has been provided in Exhibit G.
- Understanding of the constraints, opportunities, and competing considerations that may guide real estate activity for transit agencies and other public agencies similar to the RTA.
- Understanding of the legal constraints (federal, state, and local) that govern the RTA's real estate activity.
- Proposed and previously adopted techniques for keeping task orders on schedule and controlling costs.
- Proposed and previously adopted techniques for the organization and management of the Project team including managing the technical aspects of the project, assigning tasks within a multifaceted consulting team, ensuring quality control of work products, ensuring regular reporting and communications with the RTA, and managing the performance of the consulting team.

C. Team Composition and Partnership Strength (10 points)

- Organization and composition of the full project team, including prime, subcontractors, or joint venture partners, if applicable, and processes used to ensure project coordination among multiple firms, if applicable.
- Internship and/or apprenticeship opportunities, particularly for high-school and higher education students in the New Orleans region.
- Any exceptional or value-added features or capabilities may include ideas that are not specifically addressed in the scope of work.

D. Price Proposal (10 points)

- Overall reasonableness and competitiveness of proposed fully loaded hourly rates.
- Hourly, escalation, and overhead rates that are reasonable and customary for the scope of work.
- An approach to assigning staff that demonstrates a balance between cost efficiency and ensuring appropriate levels of expertise.
- Any mechanisms, options, or practices outlined in the proposal that could reduce costs over the duration of the contract
- Pricing information that clearly defines what is included in the fully loaded rate, with no exclusions that would limit transparency or affect comparability.

r. CONTRACT AWARD

1. RTA intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.
2. RTA may reject any or all proposals if such action is in the RTA's interest.
3. RTA may waive informalities and minor irregularities in proposals received where allowed by law.
4. RTA intends to evaluate proposals and award contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The RTA reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
5. RTA reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
6. RTA reserves the right to make multiple awards if, after considering the additional administrative costs, it is in RTA's best interest to do so.
7. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by RTA.
8. RTA may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if

the Contracting Officer determines that the lack of balance poses an unacceptable risk to RTA.

9. If a cost reasonableness analysis is performed, cost reasonableness may be considered by the source selection authority in evaluating performance or schedule risk.
 10. If a post-award debriefing is given to requesting offerors, RTA shall disclose the following information, if applicable:
 - a. The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - b. The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - c. The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - d. A summary of the rationale for award.
 - e. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - f. Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
 11. RTA shall score and rank all proposals based upon the evaluation criteria contained herein. An interview and/or presentation may be required. Award of this contract shall be to a properly licensed, responsible offeror deemed the most qualified, for which fair and reasonable compensation can be determined.
- s. **PROPOSAL PRICING RESTRICTIONS.** Any proposed overhead rate which exceeds 75% of approved categories (e.g., "labor") shall be substantiated by a current audit performed by an independent Certified Public Accounting Firm. Any proposed overhead rate which exceeds 100% of the approved categories shall be substantiated by a current audit conducted by a federal or state agency. Labor rates for all individuals who may perform any work associated with this project shall be identified in the proposal. The individuals will be identified by name and job category. This requirement extends to all individuals whether classified as professional or non-professional. Any changes in labor rates and/or additions or changes to personnel providing work on this project must be pre-approved by RTA in writing.
- t. **OVERHEAD RATES.** Contractor will be required to submit an audited overhead rate.
- u. **PLACE OF PERFORMANCE**

1. The offeror or respondent, in the performance of any contract resulting from this solicitation, **intends**, _____ **does not intend** [**check applicable block**] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
2. If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City,
State, County, ZIP Code)

Name and Address of Owner and
Operator of the Plant or Facility if Other
than Offeror or Respondent

5. FEDERAL PROVISIONS AND REQUIREMENTS

The “Federal Provisions and Requirements,” attached as Exhibit F to this Solicitation, are expressly incorporated into the Solicitation and will be effective immediately if RTA has indicated it will or may seek reimbursement from the U.S. Department of Transportation, Federal Transit Authority program in the procurement documents or upon RTA’s notice to the Contractor that RTA intends to seek reimbursement from the FTA Program in connection with the work to be performed under this Agreement.

6. RTA GENERAL PROVISIONS

The RTA’s “General Provisions,” attached as Exhibit E to this Solicitation, are expressly incorporated into and made a part of this Solicitation.

EXHIBIT A

SUPPLIER SUBMISSION CHECKLIST

The following items are to be submitted as noted:

1. Statement of Qualifications (described in Section 4.a)
2. Addenda Acknowledgment
3. Consultant Questionnaire Form
4. Non-Collusion Affidavit
5. Certificate on Primary Debarment
6. Certificate Regarding Debarment– Lower Tier
7. Certification of Restrictions on Lobbying
8. Participant Information Form
9. Rate Sheet and Schedule (template provided as Exhibit H)

Respondent’s proposal, including all forms, is due on the proposal’s submitting date.

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA’s official web site at:

<https://www.norta.com/get-to-know-us/doing-business-with-us/procurements-contracts>

Click on “Vendor Form Library”

EXHIBIT B

ADDENDA ACKNOWLEDGEMENT

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

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Company Name

Company Representative

RFP 2026-012

EXHIBIT C
SCOPE OF SERVICES

I. INTRODUCTION

A. Purpose:

The New Orleans Regional Transit Authority (RTA) seeks proposals from qualified firms to provide on-call real estate consulting and professional services. These services are a critical component of RTA's mission to enhance mobility, foster economic growth, and create sustainable Transit-Oriented Communities (TOC) that benefit residents, businesses, and visitors throughout the Greater New Orleans area.

The selected firm will complete real estate projects on an on-call, task order basis on projects such as appraisals, lease negotiations, and property acquisitions.

B. Background:

The selected firm will partner with the RTA on a wide and diverse range of real estate activities. These services will help the RTA to optimize the value of its real estate assets, facilitate strategic development opportunities, and support the agency's long-term goals including fostering Transit-Oriented Communities.

Broadly speaking, the work of the real estate consultant will cover the following areas relative to the RTA's current and future real estate holdings:

1. Current RTA assets – While the RTA's present real estate holdings are limited, the selected consultant will help the RTA to maximize value at these assets while also advancing key Agency and community priorities.
2. Future RTA assets – Both for transit infrastructure projects and RTA facilities projects, the RTA may be in a position to evaluate properties for purchase or lease and may need the services of the selected consultant to evaluate financial feasibility, evaluate alternatives, and negotiate lease/purchase agreements.
3. Properties and communities adjacent to RTA transit infrastructure and facilities – The RTA may call upon the selected consultant to evaluate ways to advance Transit Oriented Development and Transit Oriented Communities along RTA transit routes, particularly high frequency and fixed guideway routes. The consultant would work with the RTA and other key partners (e.g., City of New Orleans) to advance this effort.

II. SCOPE OF SERVICES

The selected firm will provide a comprehensive range of real estate services to support the RTA's strategic objectives. The scope of services is divided into specific topic areas for clarity. The RTA will draw from one or more of these topic areas to develop specific, as-needed Task Orders to address real estate needs at specific locations.

These topic areas are as follows:

- 1. Real Estate Appraisals:** The selected firm must have the ability to perform comprehensive and accurate market appraisals both for RTA-owned and third-party-owned properties. Appraisals will support property acquisitions, dispositions, and lease agreements. These appraisals will adhere to industry standards, including Uniform Standards of Professional Appraisal Practice (USPAP), ensuring credibility and reliability in financial negotiations and acquisition/disposition decisions.

In addition to standard market appraisals, the firm must be able to conduct specialized valuations for properties located in proximity to quality transit infrastructure. Appraisals should account for the impact upon property values of existing or planned high capacity, high quality transit service and the land use/zoning framework of Transit Oriented Communities (e.g. increased density and height, reduced parking requirements). The firm must also be able to incorporate affordability requirements into property valuations. Whether due to inclusionary zoning requirements or property-specific affordability agreements, covenants associated with affordable housing will have an impact on property valuations that the selected firm must be able to quantify.

The firm must also be able to analyze and report on the insurable value of RTA facilities. This work would include preparing narrative summaries of facilities and contents; providing estimated replacement costs; calculating insurable value including both structures and contents; and appraising the current fair market value of RTA properties. The firm shall have the ability to calculate insurable values on an annual basis and to conduct formal appraisals of RTA properties every 3-5 years.

- 2. Lease & Purchase Negotiations and Structuring:** The selected firm must have the ability to represent the RTA in negotiating lease and purchase agreements both for properties that the RTA currently owns (i.e. RTA as seller or lessor) as well as properties owned by third-parties (i.e. RTA as purchaser or lessee). The firm's primary objective would be to optimize the value of these transactions for the RTA, ensuring that purchase/lease terms are as favorable as possible for the RTA and align with RTA's operational and financial goals. The selected firm will work closely with RTA's Legal and Procurement departments to ensure strict adherence to applicable local, state and federal legal and regulatory frameworks.

The firm may participate in the entire negotiation process, from initial discussions through document execution. These lease/purchase negotiation services could include: long-term leases of RTA properties to third parties; the acquisition of properties that will enhance RTA's operations; lease or concession agreements for public-facing commercial spaces; and property management agreements or master leases with third party property managers. The firm must also be equipped to navigate complex public-private partnerships where transparency, fairness, value, and alignment with other RTA goals will be essential.

- 3. Commercial Brokerage Services:** The selected firm must have the ability to facilitate the sale, leasing, or acquisition of commercial properties as a commercial real estate broker on behalf of the RTA. The firm will be tasked with aligning these transactions with the RTA's goals to optimize value while also meeting other Agency strategic goals such as enhancing connectivity, economic development, and positive community impact. Within the limits established by RTA procurement rules and State law, the selected firm may provide commercial brokerage and leasing services to support the marketing and leasing of RTA-owned properties. These services may include direct leasing/sale efforts or consulting services, such as how to effectively market a property or input on design considerations that will affect the marketability of a property.

In delivering these services, the selected firm would leverage a deep understanding of the commercial real estate market in the New Orleans region.

- 4. Feasibility Reports and Highest and Best Use Analyses:** The selected firm must have the ability to develop feasibility reports to evaluate the current state of and redevelopment potential of RTA properties. These evaluations will play a crucial role in supporting the RTA's decision-making process by identifying opportunities for improvement, redevelopment, or optimization of RTA assets.

The firm must be able to evaluate redevelopment scenarios based on the physical characteristics of a property, zoning regulations, other regulatory factors (e.g. historic preservation), market trends, and the surrounding urban environment. This process will provide the RTA with a clear understanding of each property's viability, potential future value, and alignment with other stakeholder and community goals. Feasibility reports should consider architectural test fits to determine a property's revenue generating potential and physical constraints. The selected consultant is not expected to have architectural and engineering capabilities on its team but must have the ability to work with design consultants separately procured by RTA to evaluate the physical constraints of a property as they relate to development feasibility. Feasibility reports must also include detailed financial feasibility determinations (addressed in more detail in Topic Area 5) and conclusions about the highest and best use of a property.

- 5. Real Estate Pro Forma Analysis:** Related to Topic 4, the firm must have the ability to complete a variety of pro forma analyses to assess the financial feasibility of RTA real estate development concepts. The selected firm may evaluate the financial implications of acquisitions, leases, and proposed developments on RTA properties by analyzing revenue potential, cost projections, funding sources, and applicable incentives.

The firm would employ detailed financial modeling techniques to assess various economic and financial scenarios, incorporating into these scenarios housing affordability and other community benefits as applicable. The analyses will take into account the unique characteristics of each project, identifying opportunities for maximizing value based on the site characteristics and development potential addressed in topic area 4. Deliverables in this topic area would include analytics, tables, and modeling tools that are standard for real estate pro forma analyses. The selected consultant will be expected to share with RTA original Excel files with transparent formulas and operations, rather than just the outputs of the consultant's analysis.

- 6. Development of Solicitations and Cooperative Endeavor Agreements for Future Real Estate Projects:** The selected firm must have the ability to support the RTA in the drafting of clear and compelling Requests for Proposals (RFPs) for development projects on RTA properties, including joint development, and for eventual leases of commercial space within RTA properties. Development projects may include adaptive reuse projects of RTA buildings, ground up development on RTA-owned properties, and district/neighborhood-scaled Transit Oriented Development on large sites under RTA jurisdiction. Commercial leases may include master lease/ property management solicitations for RTA assets or tenant leases for public-facing retail or food and beverage space within RTA properties. These solicitations will play a critical role in attracting high-quality respondents capable of advancing the RTA's real estate initiatives in alignment with the agency's strategic objectives.

In coordination with RTA's Purchasing and Legal departments, the firm will draft RFPs with well-defined scopes of work, evaluation criteria, and submission requirements to ensure clarity and optimize outcomes. Leveraging its real estate expertise, the firm will structure solicitations to maximize value in the resulting transactions.

To the extent applicable, the firm shall also have the ability to draft cooperative endeavor agreements with partner agencies to advance development efforts. The firm shall be responsible for ensuring that inter-agency agreements protect the RTA's interests and secure adequate value for the RTA.

- 7. Market Analysis:** The selected firm must have the ability to conduct market analyses to provide the RTA with a clear understanding of current market conditions and trends, enabling data-driven real estate decisions. The information resulting from these

analyses will inform other topic areas within this Scope. This analysis may include but will not be limited to commercial and residential market data, construction and O&M cost data, development trends, lease up and absorption rate dynamics, and financing trends. The selected firm must have expertise in both local and national market trends and must also understand the market dynamics of Transit-Oriented Development. Market analysis will be used to identify demand trends and feasibility for development at both the parcel and district scale. These analyses will support RTA's real estate initiatives by evaluating opportunities for new developments and identifying any necessary subsidies or non-traditional funding sources to achieve project viability.

- 8. Analysis of Financial Incentives:** The selected firm must have the ability to identify and leverage incentive programs to support development on RTA properties (including joint development) and Transit Oriented Development at a district scale. Non-traditional financing such as TIFIA, RRIF, New Markets Tax Credits, Low Income Housing Tax Credits, and historic tax credits can be essential components of a project's capital stack. Other key financing tools to consider are Opportunity Zones, Tax Increment Financing, Payment in Lieu of Taxes, Community Development Block Grants, HOME funds, and local and state funding for housing and economic development.

The firm must understand how these programs function, how they can be incorporated into a financial model, key program timelines, application processes, and eligibility considerations. The firm's understanding of these programs and analysis of their feasibility for certain projects will inform other topic areas within this Scope.

- 9. Obtaining Concurrence by the Federal Transit Administration (FTA):** The selected firm must have the ability to support the RTA in obtaining the necessary approvals and concurrence from the Federal Transit Administration (FTA) for property and right-of-way acquisitions. Compliance with federal regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act, is essential to maintaining the RTA's eligibility for federal funding and avoiding project delays.

The firm must be able to prepare and submit all required documentation, coordinate closely with federal officials, and address any concerns or issues raised during review processes. The firm's expertise in this area will be instrumental in navigating the regulatory environment and ensuring that all property acquisitions meet FTA standards.

- 10. Title Work:** The selected firm must have the ability to monitor all aspects of title services to ensure smooth and efficient property transactions for the RTA. Services in this topic area also include working with title companies and RTA's Legal department to identify and assist in addressing any title issues prior to closing.

- 12. Fiscal Impact and Value Capture Analysis:** The selected firm must have the

ability to prepare fiscal impact analyses of development projects, determining the costs and benefits of projects at a variety of scales in terms of property tax, sales tax, and overall value to the RTA and community. Related to this, the firm must be able to analyze and recommend potential value capture strategies, such as Tax Increment Financing (TIF) districts, that would be most appropriate for leveraging benefits associated with RTA's transit investments. The firm must be able to model revenues from value capture strategies including associated bond issuances and debt service. The firm's analysis of value capture strategies must balance revenue considerations with a qualitative analysis of tradeoffs, and community and governmental approval dynamics.

13. Market and Feasibility Analysis to Inform Land Use Planning: The selected

firm must be able to conduct market and feasibility analyses to inform land use planning initiatives, particularly in areas ripe for Transit Oriented Development/Communities in close proximity to current and planned RTA transit infrastructure. This topic area will include evaluating the financial viability of proposed land use changes and recommending an appropriate mix of uses and density of development to enhance the feasibility of TOD/TOC development.

The firm will assess the intersection of land use and financial considerations, evaluating factors such as allowable density, permitted uses, and potential market impacts of transit investments. RTA may also ask the firm to engage with key stakeholders, including developers and landowners, to ensure feasibility and alignment with market conditions.

14. Retail / Food and Beverage Build-Out Analysis: The selected firm must have

the ability to evaluate spaces available for lease within RTA properties to determine their readiness for and appeal to potential tenants. This analysis may include an assessment of the physical dimensions and layout of spaces, the building systems typically needed for certain uses (e.g. mechanical, electrical, plumbing, waste disposal), and the general suitability and marketability of the space for certain uses. This analysis may also include recommended features for the build-out of commercial spaces and an associated tenant improvement budget, with the goal of attracting high-quality tenants while preserving flexibility for future uses. These analyses will consider market trends, tenant preferences, and budget constraints to optimize the functionality and appeal of commercial spaces. The selected firm is not expected to have technical architectural and engineering capabilities for the purpose of this analysis; rather, they should draw upon their familiarity with commercial leasing to have a general knowledge of building features required for certain types of occupancy. If the need for further technical investigation arises, the selected firm must have the ability to work with design consultants separately procured by RTA.

15. Historic Preservation Services: The selected firm must have the ability to advise the RTA on a comprehensive range of historic preservation matters for both existing and potential future RTA properties. Potential services under this topic area include: determining the likelihood that a property will qualify for federal and/or state historic tax credits; advising the RTA on timelines and approval processes for historic reviews; and preparing and reviewing Part 1-3 reports for tax credit eligibility in conjunction with design consultants separately procured by RTA.

Also included in this topic area are historic preservation services associated with Section 106 historic reviews such as preparing correspondence, providing technical reports to assist in third party reviews, and responding to comments from SHPO, preservation stakeholders, and other parties as appropriate.

III. CONTRACT AND TASK ORDERS

The Contract will be an on-call, task-order basis, with each Task Order to be negotiated for a not-to-exceed amount using the rates submitted in the successful Proposal.

The term for the Contract will be for three (3) years starting from the date for authorization of work to commence on the first Task Order, and option to extend for up to two additional one (1) year periods, for a maximum term not-to-exceed five (5) years. RTA may choose to cancel the Contract at any time. The Contract will terminate upon RTA's acceptance of the Contractor's work pursuant to the last Task Order issued within the assignment period.

Neither a Consultant's selection nor the execution of the Contract guarantees that the Consultant will receive Task Order assignments. RTA reserves the right to separately procure consulting services for a task in lieu of assigning a Task Order to the Consultant. A Consultant's selection for this Contract does not preclude the Consultant from submitting its qualifications for other RTA projects.

RTA shall notify the Consultant in writing of the Task Order services. Consultant will submit a detailed proposal including scope, schedule, and budget for review by RTA. After Consultant and RTA agree on the scope of work and fee proposal based on rates submitted in its response to this RFP, RTA will issue a formal written notice-to-proceed (NTP), and the Consultant will commence services for the specified Task. All Task Orders are subject to the terms and conditions contained in this solicitation.

For reference and to gain a sense of how the services under this RFP could be deployed, RTA has included as Attachment 1 to this Scope a list of potential task orders under this contract. RTA has also included as Attachment 2 to this Scope a draft Task Order #1.

SCOPE OF SERVICES, ATTACHMENT 1: LIST OF POTENTIAL TASK ORDERS FOR ON-CALL REAL ESTATE SERVICES

The following list of potential task orders is not intended to be exhaustive. Rather, it is intended to provide respondents to this solicitation with a concrete sense of the types of real estate assignments that could be issued through RTA's contract with the selected consultant.

Potential task orders include the following:

1. Feasibility analysis and development solicitation for Napoleon and Tchoupitoulas site – see Scope of Services Attachment 2
2. Lease negotiations for commercial tenants at Canal Street and Algiers Ferry terminals
3. Consulting for future Downtown Transit Center to maximize tenant interest in future commercial spaces
4. Developer selection and property disposition negotiations for Napoleon and Tchoupitoulas site
5. Lease negotiations for Union Passenger Terminal office space
6. Value capture analysis along future Bus Rapid Transit corridor for funding for associated infrastructure improvements
7. Feasibility analysis for ancillary commercial uses at planned mobility hubs

SCOPE OF SERVICES ATTACHMENT 2: DRAFT TASK ORDER #1 – FEASIBILITY ANALYSIS AND DEVELOPMENT SOLICITATION FOR NAPOLEON AND TCHOUPITOULAS SITE

Introduction:

RTA has provided a draft Task Order 1 in this Attachment 2 to provide respondent teams with a specific example of a future Task Order to be issued by RTA. This draft Task Order is likely to be the first issued by RTA, but RTA reserves the right to modify the scope, issue entirely different Task Orders, or issue no Task Orders under this solicitation.

Respondents to this solicitation are not expected to provide a proposed approach to this Task Order in their response to this solicitation. The draft Task Order #1 is provided for reference and informational purposes only.

Background:

The purpose of this task order is to evaluate potential future uses of the brick-clad historic transit facility at Napoleon Avenue and Tchoupitoulas Street as well as the parking lot in front of the building. This analysis will consider site constraints, zoning and regulatory constraints, financial feasibility and market factors, and alignment with RTA priorities. During the course of this analysis, the consultant will also engage RTA staff to determine how future uses at the site could coexist harmoniously with continued RTA operations at the adjacent metal warehouse building fronting Tchoupitoulas Street.

Subtasks and Additional Information:

A. *Subtask 1. Analysis of Physical and Regulatory Conditions:* The consultant's first task will be to complete an analysis of the physical and regulatory characteristics of the historic transit facility building and site. The purpose of this Subtask will be to determine, irrespective of financial considerations, the key factors that will determine the development capacity and envelope of the site. Factors to be considered in this Subtask include but are not limited to:

- Square footage of the building and interior layout
- Physical assessment of the building—building systems and needs prior to occupancy
- Off-street parking quantity and configuration
- Adjacent on-street parking and availability of off-street parking for lease at nearby locations, e.g. Rouse's grocery store

- Space needs, customary activities, ingress/egress, and parking needs for RTA staff at adjacent warehouse building on Tchoupitoulas Street
- Comprehensive analysis of zoning including parking requirements, FAR, allowable height, allowable uses, setback, open space, and other stipulations governing design
- Historic preservation considerations including Historic Districts Landmarks Commission review and eligibility for state and/or federal historic tax credits

Deliverables:

1. *Concise summary report, including tables and graphics as appropriate, describing the physical and regulatory opportunities and constraints for developing the site.*

B. Subtask 2. Initial Market Analysis and Recommendations for Future Use:

Building off the conclusions from Subtask 1, the consultant shall complete an initial analysis of market conditions. This analysis—combined with the information from Subtask 1—will provide guidance to the RTA on the land uses/asset classes that are most likely to be economically viable at this location. The consultant shall draw upon data such as comparable lease rates, occupancy/vacancy data, valuations and cap rates, and other quantitative information to inform its recommendations. The consultant shall also draw upon more qualitative information drawn from its familiarity with the New Orleans market—e.g. what projects are succeeding, what projects are being financed, what geographical gaps in certain asset classes (e.g. co-working space, destination retail) could the Napoleon/Tchoupitoulas site address.

As part of this subtask, the consultant shall interview senior RTA staff to understand Agency priorities for the site—in addition to value to the Agency, the development features and priorities that a future development should embody.

This analysis will be a precursor to a more detailed financial analysis to be subsequently completed in Subtask 3. Based on market data, the consultant's familiarity with the local market, and the physical/regulatory conditions, the consultant should be able to form preliminary conclusions about economically viable uses on the site without having completed a full financial model for the project.

Deliverables:

1. *Concise summary report, including tables and graphics as appropriate, describing market conditions and outlining a range of potential, successful uses for the site.*

C. Subtask 3. Comprehensive Financial Feasibility Report and Highest and Best Use Analysis: Building on the conclusions of Subtask 2, the consultant shall prepare detailed financial models, a financial feasibility analysis, and a highest and best use analysis. The consultant shall prepare up to five financial models covering a range of land use options and financial assumptions (e.g. future market conditions, interest rate environment, construction costs). The consultant's financial model shall be made available to the RTA in Microsoft Excel in a fully editable format. The financial models will be comprehensive and detailed and will include sources and uses, a detailed development budget, an operating pro forma, estimated investor returns, and a residual land value analysis to provide a clear picture of the site's financial potential. The financial models shall also include reasonable assumptions about non-traditional funding sources (e.g. historic tax credit equity, CDBG) that could be included in a project's capital stack.

Accompanying the financial models shall be a concise narrative report summarizing the key findings of the modeling exercise. The conclusion of this narrative report shall be a highest and best use analysis recommending the optimal use or combination of uses for the site that will generate the most value for the RTA and best align with Agency priorities. The highest and best use analysis will also include a simple site plan diagram that will visually describe the anticipated program for the site, including square footages by use, ingress and egress, vehicle loading, and parking.

This report will also present recommendations for the best approach to soliciting and disposing of the site, including partnering with another public agency to solicit developer interest and how best to structure a long-term ground lease of the site.

Deliverables:

- 1. Up to five financial models in Microsoft Excel in fully editable format.*
- 2. Financial feasibility report, including highest and best use analysis.*

D. Subtask 4. Site Appraisal: The consultant will prepare an appraisal of the site's value, including a scenario determining the value of leasing the site. The appraisal shall be prepared in accordance with standard appraisal principles and will factor in market conditions, adjacent infrastructure, neighborhood setting, and potential development opportunities. The appraisal will function as an independent verification of the property value assumptions arrived at in Subtask 3. The appraisal will also serve as a basis for negotiations with a selected developer.

Deliverables:

1. *Appraisal report for the property, including valuation scenarios for sale and lease.*

E. Subtask 5. Final Report and Presentations to RTA: The consultant will compile the findings of Subtasks 1-4 in a concise, graphically rich, easily legible report. The consultant shall also present these findings on up to three occasions to RTA senior staff and the RTA Board. This Subtask will involve preparing presentation materials and leading in-person presentations to facilitate decision-making and RTA buy-in.

Deliverables:

1. *Final report.*
2. *Presentation materials summarizing analysis and recommendations.*
3. *Up to three presentations to the RTA Board and RTA senior staff.*

F. Subtask 6. Development of Solicitation Materials for Development of the Site: The consultant will collaborate with RTA staff and Agency partners to draft an RFP or RFPs to select a development partner for the site. This process will include defining solicitation terms, evaluation criteria, and strategies for maximizing interest from potential development partners. If the RTA decides to partner with another public agency to issue a solicitation for the site, this Subtask will include the Consultant's review of an interagency Cooperative Endeavor Agreement (CEA) and key terms and conditions within that Agreement that would best advance the RTA's interests and secure value for the RTA.

While the final content of any solicitation would be subject to the review and approval of the RTA's Procurement and Legal departments, the consultant will prepare initial drafts of RFPs and/or CEAs and will participate with RTA staff in reviews of draft iterations of the documents up to the final version approved for release.

Deliverables:

1. *Draft and finalize RFP(s) for development of the site, including solicitation terms and evaluation criteria.*
2. *Draft and finalize CEAs, as needed, for partnerships with other public agencies involved in the solicitation process.*

EXHIBIT D
INSURANCE REQUIREMENTS

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

During the term of this Agreement, the Contractor shall obtain and maintain the following types and amounts of insurance. The Contractor shall furnish to RTA Certificates showing coverage for the following lines of insurance, including policy numbers, effective and expiration dates, with minimum limits as follows:

- Worker's Compensation Insurance as required by applicable Louisiana Law
- Automobile Liability Insurance in the amount of \$1,000,000 Combined Single Limit.
- Commercial General Liability ["CGL"] Insurance in the amount of \$2,000,000 per occurrence
- Professional Liability with insurance limits of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

The RTA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the RTA.

Contractor hereby grants to the RTA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the RTA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the RTA has received a waiver of endorsement from the insurer.

EXHIBIT E

RTA GENERAL PROVISIONS

1. DEFINITIONS:

- a. **Contract** – Defines the legal obligations between RTA and Contractor, either by formal written agreement following this Solicitation or by RTA's issuance of a PO.
- b. **Contractor** - Is a person, firm, or entity that sells goods and/or services and who made an offer to the RTA.
- c. **Purchase Order or Order** - Is an order placed by RTA for the purchase of goods, materials, supplies, equipment, work, labor, or services written on RTA's standard Purchase Order form and which, when accepted by the Contractor becomes a contract. For instances where no written contract is required, the PO is the Contractor's authority to deliver and invoice RTA for the goods, materials, supplies, equipment, work, labor, or services specified, and the RTA's commitment to accept the goods or services for an agreed upon price.
- d. **RTA** – Regional Transit Authority.
- e. **Solicitation** – Is any means of procuring goods or services by RTA to which Contractor is responding.
- f. **Quote/Bid/Response/Proposal** - Is a complete, properly authorized response to a request by RTA, which if accepted, would bind the Contractor to perform or provide the resulting goods or services.

2. **OFFER & ACCEPTANCE.** If this transaction is subject to an agreement executed by an authorized representative of the RTA in a document indicating that it represents the entire and exclusive agreement between the parties, then the Order is issued for administrative convenience only. Otherwise, the Order may be construed as an offer or an acceptance of an offer. If construed as an offer, the offer is expressly limited to its terms and any additional or different terms in the Contractor's acceptance are expressly rejected. If construed as an acceptance of Contractor's offer, RTA rejects any terms of Contractor's offer at variance with or supplemental to this Order and the RTA expressly conditions its acceptance on Contractor agreeing to RTA's General Provisions. Contractor shall be deemed to accept RTA's General Provisions if Contractor does not reject them within three (3) business days by giving written notice to the appropriate RTA representative identifying the rejected provisions and the reasons therefor. Contractor's rejection contained in a standard invoice or similar transaction document shall be given no effect.

3. **COST OF PROPOSAL.** Any costs incurred by proposers responding to this Solicitation in anticipation of receiving a Contract will not be reimbursed by RTA. Payments will only be made pursuant to a Contract between RTA and the successful proposer.

4. **PROPOSAL POSTPONEMENT AND ADDENDA.** The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the deadline date for proposal receipt. Copies of such addenda will be furnished to all prospective proposers. Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the RTA will enable prospective proposers to revise their proposals.
5. **CANCELLATION OF SOLICITATION.** RTA reserves the right to cancel this Solicitation in whole or in part upon written determination by the Director of Procurement/RTA that such cancellation is in the best interest of the RTA.
6. **PROPOSAL REJECTION.** RTA reserves the right to accept or reject any and all proposals submitted.
7. **SINGLE PROPOSAL RESPONSE.** If only one proposal is received in response to this Solicitation, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the offer is fair and reasonable. Award of a contract to the proposer submitting the only proposal received in response to this Solicitation may be subject to approval by the FTA , with RTA reserving the right to accept or reject and readvertise for the requested scope of work.
8. **PROPOSAL WITHDRAWAL.** Prior to the date and time set for the Bid/Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written, facsimile, or electronic notice. If proposals are modified or withdrawn in person, the authorized representative shall make their identity known and shall sign a receipt for the proposal. Written, facsimile, or electronic notices shall be received in the RTA Canal St. offices no later than the date scheduled as the proposal receipt deadline. After the Bid/Proposal Deadline, proposals may not be withdrawn for sixty (60) calendar days.
9. **WRITTEN CHANGE ORDERS/AMENDMENT.** The Contract resulting from this Solicitation may be changed/amended in any particular allowed by law upon the written mutual agreement of both parties.
10. **CHANGE ORDER/AMENDMENT PROCEDURE**
 - a. Within ten (10) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted, rejected, or modified by negotiations between Contractor and RTA. After the Parties reach agreement on the change, Contractor will prepare and submit a Change Order for approval and execution by all 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 Disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered, if 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.

- b. This provisions shall not be applicable to contracts arising from RFPs or RFQs, as such may only be modified by formal amendment.
11. **OMISSIONS.** Notwithstanding the provision of drawings, technical specifications, or other data by 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.
 12. **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 Solicitation, the Technical Specifications and drawings shall govern.
 13. **COMMUNICATIONS.** All official communications in connection with this Solicitation shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of RTA, 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.
 14. **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.
 15. **CONFLICT OF INTEREST.**
 - a. 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:
 - i. The Board Member, employee, officer or agent, or employee of such agent;
 - ii. Any member of his immediate family;
 - iii. His or her partner; or
 - iv. 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.
 - b. 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.
 - c. 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.

16. 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 Contract, 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.

17. PRIVACY REQUIREMENTS

- a. 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:
 - i. 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.
 - ii. 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.

18. INDEMNIFICATION

- a. ***In general.*** To the fullest extent permitted by law, Contractor waives, releases, indemnifies, defends, and holds harmless RTA, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties")

from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

- b. **Limitation.** Contractor's indemnity does not extend to any loss arising from the negligence, gross negligence, or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such negligence, gross negligence, or willful misconduct.
- c. **Independent Duty.** Contractor has an immediate and independent obligation to, at the RTA's option: (a) defend RTA from or (b) reimburse RTA for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Contractor is ultimately absolved from liability.
- d. **Expenses.** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the RTA's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by RTA in enforcing this indemnity.

19. **PERFORMANCE.** Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary. 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.

20. INDEPENDENT CONTRACTOR

- a. **Independent Contractor Status.** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of RTA and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of RTA.
- b. **Exclusion of Worker's Compensation Coverage.** RTA will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of RTA for the purpose of Worker's Compensation coverage.
- c. **Exclusion of Unemployment Compensation Coverage.** The Contractor, as an independent contractor, is being hired by RTA under this Agreement for hire and

defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of RTA for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by RTA over the performance of the services covered by this Contract; (b) the services to be performed by the Contractor are outside the normal course and scope of RTA's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Contract prior to the date of this Contract.

- d. **Waiver of Benefits.** The Contractor, as an independent contractor, will not receive from RTA any sick or annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to RTA under this Contract.

21. INSURANCE

- a. Vendor shall procure and maintain the insurance coverages and provisions as provided in Exhibit D.

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

23. **PACKING & SHIPPING.** No charge shall be made by Contractor for packaging, transportation or unpacking, except as stated on the face of the Order. All items shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest transportation rates consistent with RTA's shipping instructions. Contractor shall mark containers with appropriate handling, loading, and unpacking instructions, shipping information, order, item, and account number, shipment date and name, and address of Contractor. An itemized packing list must accompany each shipment. Unless expressly provided, all items shall be delivered within thirty (30) days of this Order and time for delivery shall be deemed a material requirement. Contractor shall promptly notify RTA by giving written notice to the appropriate RTA representative, as set forth in the Order of any delay in shipment and RTA shall have the opportunity to cancel the Order and obtain a full refund. For any international shipments, Contractor shall be both the importer and exporter of record and shall obtain and pay for all necessary governmental approvals and permits with respect to shipments under this Order. If instructed by RTA, the Contractor shall deliver any software or data products by electronic transmission.

24. **RISK OF LOSS.** Contractor shall bear all risk of loss on items covered by the Contract until final acceptance by RTA, at the destination specified on the face of the Contract, except for loss occasioned solely by the negligence of RTA. Any "F.O.B." designation does not vary the foregoing risk of loss provisions. Contractor shall replace any lost or damaged media containing licensed software or data upon request at a price not exceeding the reasonable cost of media duplication, packaging, and shipping.

25. **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.
26. **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.
27. **CORRECTION BY CONTRACTOR.** After notice of non-acceptance of the work, Contractor shall immediately begin implementing correction procedures. Contractor shall bear all expenses incurred to complete correction of the work after non-acceptance, and Contractor shall diligently implement correction procedures until all issues are resolved.
28. **UNAVOIDABLE DELAYS.** If completion of the work furnished by Contractor should be unavoidably delayed, RTA may extend the time for satisfaction of the Contractor's obligations 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, 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.
29. **NOTIFICATION OF DELAY.** The Contractor shall notify 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.
30. **REQUESTS FOR EXTENSION.** The Contractor agrees to supply, as soon as such data is available, any/all reasonable proof required by the RTA to make a decision relative to any request for extension. RTA will examine the request and any documents supplied by the Contractor, and RTA will determine if the Contractor is entitled to an extension and the duration of such extension. 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.
31. **HAZARDOUS SUBSTANCE AND ENVIRONMENTAL LAW.** "Hazardous Substance" means any pollutant, contaminant, hazardous or toxic substance or waste, solid waste, petroleum or any byproduct thereof, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law. "Environmental Law" means any federal, state, local, or other governmental statute, regulation, law, or ordinance dealing with the protection of human health, natural resources and/or the environment now or

hereafter in effect including, without limitation, any and all claims or causes of action based upon such governmental statute, regulation, law or ordinance. Contractor shall comply with all Environmental Laws. Contractor shall notify RTA in writing by giving written notice to the appropriate RTA representative, as set forth in the Order of every article ordered or supplied under this Order or stored or used by Contractor on RTA property that contains Hazardous Substances or substances for which the law requires a Material Safety Data sheet. Such notification shall be given prior to the shipment or introduction of such substances onto RTA property and shall include, at a minimum, information regarding the substance including but not limited to Material Safety Data Sheets. RTA shall be able to, at all times, inspect any Hazardous Substances introduced onto or intended to be introduced onto RTA property by Contractor.

32. 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.

33. APPLICATION OF FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

- a. Federal Laws and Regulations. The Federal requirements (laws, regulations, policies, and related administrative codes and guidance) 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 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 law.

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

35. DURATION AND TERMINATION

- a. Initial Term. The agreement resulting from this Solicitation shall have an initial term of three (3) years, with two (2) additional one-year renewal options.
- b. Extension. The term may be extended at the option of the Parties by formal amendment to the Contract.
- c. Termination for Convenience. RTA may terminate the Contract at any time by giving the Contractor at least 30 calendar days written notice of the termination.
- d. Termination for Non-Appropriation. The Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain the Contract without the requirement of notice; and RTA will not be liable for any amounts beyond the funds appropriated and encumbered for the Contract.
- e. Termination for Cause. RTA may terminate the Contract resulting from this Solicitation immediately for cause by sending written notice to the Contractor. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Contract, or the failure of any representation or warranty in this Contract, including, without limitation, any failure to comply with the requirements of RTA's Disadvantaged Business Enterprise program. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.
- f. Suspension. Notwithstanding the article on Force Majeure, RTA may suspend the Contract at any time and for any reason by giving 2 business days' written notice to the Contractor. The Contractor will resume work upon 5 business days' written notice from the RTA.

36. FORCE MAJEURE

- a. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by RTA at the commencement of this Solicitation, which will include, but

not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by RTA); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of RTA, provided such event was not caused by the negligence or misconduct of RTA, by the failure of RTA to comply with applicable laws, or by the breach of the Contract.

b. **Notice.** To seek the benefit of this Article, RTA must provide notice in writing to the Contractor stating: (1) an event triggering this section has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Contract is being suspended.

c. **Effect.**

i. Upon the occurrence of a Force Majeure event, for which RTA has provided required notice, RTA may, at its sole discretion:

1. Suspend the Contract for a duration to be set by RTA, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under the Contract, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by RTA; or
2. Terminate the Contract, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

ii. Notwithstanding Section c(i) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Contract will be unaffected by any suspension or termination.

37. **WARRANTIES.** Contractor warrants that items furnished hereunder will: (i) be free from material defects in design, material, and workmanship; (ii) be suitable for any particular purposes made known to Contractor in advance; (iii) function together as a unit if RTA notified Contractor that it was relying on Contractor's skill or judgment to select items that will function as such; (iv) be materially accurate to specification and process date-related data in a manner compliant with industry-standard requirements (for items of such nature); (v) substantially conform with any related sample, model, documentation, description, labeling or literature supplied by Contractor, and (vi) substantially conform to any specific requirements of this Solicitation. Unless otherwise agreed in writing, all hardware and items are transferred to RTA free and clear of all liens and encumbrances. Unless

designated as “reconditioned” or “used,” all hardware and replacement parts are warranted to be new. Services are warranted by Contractor to be performed in a professional and workmanlike manner in substantial compliance with applicable specifications. If items are found within twelve (12) months after acceptance (or such longer period as specified by Contractor and incorporated herein) not to be as warranted, RTA may require the work to be corrected or may return all defective items (and other items supplied by Contractor that are materially diminished thereby) to Contractor, at Contractor’s expense, for replacement or credit as RTA may direct. Replacements are warranted for the latter of the remaining original warranty period or ninety (90) days.

38. **AUDIT AND INSPECTION.** The Contractor will submit to any RTA audit, inspection, and review and, at the RTA’s request, will make available all documents relating or pertaining to this Solicitation and Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors, and subcontractors, during normal business hours at the Contractor’s office or place of business in Louisiana. If no such location is available in Louisiana, the Contractor will make the documents available at a time and location that is convenient for RTA.

39. **RECORDS AND REPORTING.**

- a. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under the Contract, including, without limitation, of costs incurred through the later of three years (unless specified for a longer period elsewhere in this Solicitation) from: (a) the completion of the Contract (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Contract. If the Contract is terminated for any reason, the Contractor will deliver to RTA all plans and records of work compiled through the date of termination.
- b. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.
- c. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under the Contract, regardless of any review by RTA.

40. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**

- a. 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.
- 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.

41. **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 comply shall constitute a material breach of this Contract.
42. **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)(3) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
43. **GEOGRAPHIC RESTRICTIONS.** Except as expressly mandated, encouraged, or permitted by FTA or Federal statute, RTA will refrain from using state or local geographic preferences.
44. **PROMPT PAYMENT**

Payment shall be made 30 days from the 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 delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTA. 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 subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within 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 satisfaction, proven that it will or has complied with all the requirements hereunder.

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

46. **DISPUTES**

- a. Disputes arising in the performance of this Solicitation 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.
- b. Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between RTA and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Louisiana, Parish of Orleans.

- c. **Non-Waiver.** The failure of either Party to insist upon strict compliance with any provision of the Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.
- d. **Remedies Cumulative.** No remedy set forth in this Contract or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

47. OWNERSHIP OF DOCUMENTS

- a. Upon final payment, all data collected and all products of work prepared, created, or modified by Contractor in the performance of the Contract, including, without limitation, any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings, or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under the Contract, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of RTA and RTA will have all right, title, and interest in any Work Product, including, without limitation, the right to secure and maintain any copyright, trademark, or patent of Work Product in RTA's name. No Work Product may be reproduced in any form without RTA's express written consent. RTA may use and distribute any Work Product for any purpose RTA deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.
- b. Where applicable, RTA's ownership shall be subject to any rights asserted by FTA of the U.S. Department of Transportation.
- c. The Contractor may retain copies of such items discussed above for its files.

48. SOFTWARE & DATA.

- a. **Specially Commissioned Works.** Unless agreed in writing, any specially commissioned software or other works of authorship, including custom modifications to pre-existing works, produced under this Contract shall to the extent of such custom work be deemed "work for hire" and assigned to and owned exclusively by RTA at the time of creation. Contractor shall upon request and at no additional charge execute any document reasonably requested by RTA to vest ownership of such work in RTA or its designee. Any pre-existing software or components embedded in a delivered item shall be identified by the Contractor in advance and shall be deemed licensed for use as an

integral part of the deliverable, including the right to sublicense if Contractor is on notice that such item will be incorporated into a product to be distributed by RTA. If source code or configurable technology has been provided, then this license includes the right of RTA to create derivative works. The licenses granted are without financial obligation to Contractor other than payment of the prices set forth in this Contract.

- b. **Software Products.** Any off-the-shelf software or data products specified in this Contract shall, unless otherwise specified or agreed in writing, be deemed licensed to RTA on a one-time license fee, paid-up, non-exclusive, perpetual basis and RTA (and its affiliates) shall be deemed authorized to use such items: (a) in the case of software typically licensed on a single machine basis, then on a single workstation and a backup laptop computer by one individual, and (b) for software typically installed on a computer server, then on a computer server and remotely by the number of client workstations connected by network that are within the technical capacity of such software; provided, however, that if per-machine or per-user charges are specified in this Contract, then RTA may only use such software on the number of computers for which stated fees are paid. The foregoing licenses may be transferred without imposition of transfer fees, provided the originally installed copy is permanently deleted. RTA shall be entitled to ongoing product support and maintenance (including interim fixes, releases and new versions of the same or successor product) at no cost for ninety (90) days after acceptance and thereafter at the annual support fees set forth herein or, if not so specified, then at published rates not to exceed 15% of the original license fee per annum, less any discounts hereunder are consistently applied. Contractor shall use commercial anti-virus software to remove viruses capable of being detected in software prior to shipping and shall indemnify RTA from damage caused by its failure to exercise reasonable care. Contractor waives any right to use “electronic self-help” to repossess software.

49. **PARTICIPANT INFORMATION FORM.** All participants and their subcontractors are required to submit a completely executed Participant Information Form available on <https://www.norta.com/get-to-know-us/doing-business-with-us/procurements-contracts> under the Vendor Form Library.
50. **NON-COLLUSION AFFIDAVIT.** The Non-Collusion Affidavit is a required submittal. The necessary form is available on <https://www.norta.com/get-to-know-us/doing-business-with-us/procurements-contracts> under the Vendor Form Library.
51. **REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS.** Regional Transit Authority’s General Provisions shall apply to this solicitation and resulting contract.
52. **COMPLETE CONTRACT.** The Contract supersedes and replaces all prior written or oral communications with regard to the terms, obligations, and conditions of this Contract. The Contract may be amended only by Change Order or formal amendment. RTA’s waiver of any provision hereof shall be effective only if contained in a Change Order or formal amendment.

53. **ORDER BINDING.** The Contract is not assignable by either party unless authorized by a Change Order or formal amendment. Any attempt to the contrary shall be void and of no legal effect.
54. **CONFLICT BETWEEN DOCUMENTS.** In the event of any conflict between the provisions of these General Provisions and any other terms and conditions issued by the RTA or Contractor, the terms and conditions contained in this document shall control. However, if the RTA and the Contractor enter into a formal contract pertaining to this Solicitation, that contract shall control, and the terms contained in said contract shall supersede any conflicting terms contained herein or in this Solicitation.
55. **CONFLICT OF INTEREST.** To ensure the Contractor's efforts do not conflict with RTA's interests, and in recognition of Contractor's obligations to RTA, the Contractor will decline any offer of other employment if its performance of the Contract is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify RTA in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of the contract. RTA will make the final determination whether the Contractor may accept the other employment.
56. **NON-EXCLUSIVITY.** This Contract is non-exclusive and the Contractor may provide work and/or services to other clients, subject to RTA's approval of any potential conflicts with the performance of this Contract and the RTA may engage the services of others for the provision of some or all of the work and/or services to be performed pursuant to this Contract.
57. **NO THIRD-PARTY BENEFICIARIES.** This Contract is executed for the exclusive benefit of RTA and the Contractor, and RTA and the Contractor expressly disclaim any intent to benefit anyone not a party hereto.
58. **SEVERABILITY.** If a court of competent jurisdiction finds any provision of the Solicitation or Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Solicitation or Contract.
59. **CONSTRUCTION OF AGREEMENT.** Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against RTA or the Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

60. **SURVIVAL.** All representations and warranties and all obligations concerning ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the contract and continue in full force and effect.

EXHIBIT F

FEDERAL PROVISIONS & 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 proposal. If the bidder takes exception to the Buy America requirements a certificate of non-compliance must be signed and submitted with the proposal as it applies to the RFP request. The necessary forms are available on <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 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704,

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

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto.

3.8 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.).

3.9 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.

3.10 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.norta.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 transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its 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.

3.11 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>.

3.12 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, sub agreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

3.13 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.

3.14 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.

3.15 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.

3.16 SAFE OPERATION OF MOTOR VEHICLES

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any sub agreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513,

“Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient’s size, such as: (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its sub agreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each sub agreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

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.

3.19 CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ...

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

EXHIBIT G
NORTA REAL PROPERTY

Property Name	Location	Building #	Building Name	Flood Zone	Occupancy Details	Ownership/Title	Year Built
Canal Campus	2817 Canal Street, New Orleans, LA 70119	1	Administration & Garage	X	Main Office, Parking & Bus	NORTA	1996
Canal Campus	2817 Canal Street, New Orleans, LA 70119	2	Canal SIS	X	Streetcar Maintenance	NORTA	2003
Canal Campus	2817 Canal Street, New Orleans, LA 70119	3	Canal Bus Wash	X	Bus Wash & Tire Shop	NORTA	1996
Canal Campus	2817 Canal Street, New Orleans, LA 70119	4	Service Isle / Vault	X	Vault/Fueling	NORTA	1996
Canal Campus	201 N. Dupre St, New Orleans, LA 70119	5	SIS Substation	X	300KW Substation	NORTA	2008
Canal Campus	2817 Canal Street, New Orleans, LA 70119	6	Guard Shack	X	Security station	NORTA	
Carrolton Campus	8201 Willow Street, New Orleans, LA 70118	1	Streetcar Barn	X	Streetcar Maintenance	NORTA	1900
East New Orleans Campus	3901 Desire Parkway, New Orleans, LA 70126	1	ENO Administration	X	Office	NORTA	1992
East New Orleans Campus	3900 Desire Parkway, New Orleans, LA 70126	2	ENO Garage	X	Bus Maintenance	NORTA	1992
East New Orleans Campus	3900 Desire Parkway, New Orleans, LA 70126	3	ENO Service Isle	X	Vault/Fueling	NORTA	1992
East New Orleans Campus	3900 Desire Parkway, New Orleans, LA 70126	4	Chassis Wash	X	Chassis Wash	NORTA	1992
East New Orleans Campus	3900 Desire Parkway, New Orleans, LA 70126	5	Bus Wash	X	Bus Wash	NORTA	1992
East New Orleans Campus	3901 Desire Parkway, New Orleans, LA 70126	6	Guard Shack	X	Security station	NORTA	1992
Napoleon Campus	419 Napoleon Avenue, New Orleans, LA 70115	1	Main	X	Storage; future concession	NORTA	1893
Napoleon Campus	419 Napoleon Avenue, New Orleans, LA 70115	2	Warehouse	X	Streetcar Maintenance	NORTA	1991
Audubon Comfort Station	Audubon Park		Audubon Comfort Station			NORTA Facility on City Right-of-Way	
Riverfront Comfort Station	Foot of Canal st		Riverfront Comfort Station			NORTA Facility on City Right-of-Way	
Substation	1537 Calliope Street, New Orleans, LA 70130		Calliope Substation		1000KW substation	NORTA	
Substation	4731 S. Saratoga Street, New Orleans, LA 70115		Valence Substation		1000KW substation	NORTA	
Substation	1 Iberville Street, New Orleans, LA 70130		Riverfront Substation		2000KW substation	NORTA	
Substation	8228 Dublin Street, New Orleans, LA 70118		Dublin Substation		1000KW substation	NORTA	
Riverfront Streetcar Stations	Riverfront Streetcar Line		Riverfront streetcar shelters		8 passenger boarding stations	NORTA Facility on City Right-of-Way	1988
Rampart Streetcar Stations	Rampart Streetcar Line		Rampart streetcar shelters		6 passenger boarding stations	NORTA Facility on City Right-of-Way	2016
Loyola Streetcar Stations	Loyola Streetcar Line		Loyola streetcar shelters and bus		6 passenger boarding stations	NORTA Facility on City Right-of-Way	2012
Cemeteries Transit Center	4900 Canal Blvd, New Orleans, LA 70119		Bus/streetcar shelters and canopy		Passenger waiting and transfer center	NORTA Facility on City Right-of-Way	2017
Canal Street Ferry Landing	1 Canal Street, New Orleans, LA 70130	1	Canal Terminal		Passenger waiting area and East	Usafruct via CEA with State	2022
Canal Street Ferry Landing	1 Canal Street, New Orleans, LA 70130	2	Canal West Tower		Stairs / elevator tower	Usafruct via CEA with State	2022
Canal Street Ferry Landing	1 Canal Street, New Orleans, LA 70130	3	Pedestrian Bridge		Pedestrian bridge	Usafruct via CEA with State	2022
Canal Street Ferry Landing	1 Canal Street, New Orleans, LA 70130	4	Canal Ferry Landing		Embankment for river ferry	Usafruct via CEA with State	2022
Canal Street Ferry Landing	1 Canal Street, New Orleans, LA 70130	5	Canal Ferry Plaza		Foundation and wharf area plaza	Usafruct via CEA with State	2022
Algiers Point Ferry Landing and Terminal	101 Morgan Street, New Orleans LA 70114		Algiers Point Ferry Terminal			Usafruct via CEA with State	
Lower Algiers Ferry Landing	7360 Patterson, New Orleans, LA 70130		Lower Algiers Ferry Landing			Usafruct via CEA with State	
Chalmette Ferry Landing	1600 Paris Road, Chalmette, LA 70043		Chalmette Ferry Landing			Usafruct via CEA with State	
Ferry Operations and Maintenance	7320 Patterson, New Orleans LA 70131		Administration/Maintenance			Usafruct via CEA with State	
Downtown Transit Center	Basin Street median, between Canal and Bienville		Downtown Transit Center		Planned, under design in 2026	NORTA Facility on City Right-of-Way	TBD
Mobility Hubs	Various - 6 locations in design in 2026		Mobility Hubs		Planned, under design in 2026	NORTA Facility on City Right-of-Way	TBD

EXHIBIT H

RATE SHEET AND SCHEDULE

Note: Please include a separate Rate Sheet for each firm on the consultant team

A. Position Title	B. Hourly Salary Rate	C. Hourly Benefit Rate	D. Hourly Overhead and Profit (on-site)	E. Fully Loaded Hourly Rate (B + C + D)

Direct costs shall be reimbursed by the RTA at cost.

Annual escalation of Hourly Salary Rates shall not exceed 4%. This annual escalation ceiling applies to both the initial 3-year term of the contract as well as any 1-year additional terms that NORTA chooses to exercise.

Note that all labor performed off-site (not at the contractor’s facilities) must be burdened with an off-site overhead rate. The off-site Hourly Overhead and Profit rate is calculated as ___% of _____.

Note: Please provide additional sheets as needed to address:

- Your approach to assigning staff
- Any mechanisms, options, or practices outlined in the proposal that could reduce costs over the duration of the contract.
- Pricing information that clearly defines what is included in the fully loaded rate, with no exclusions that would limit transparency or affect comparability.