

PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY
REQUEST FOR PROPOSALS (IFB) #2025-031
TRANSIT SECURITY SERVICES

Project Description: The Regional Transit Authority of New Orleans is seeking qualified vendors to provide transit security services per specifications in RFP 2025-031.

How to obtain a copy of the RFP: Specifications and further information concerning the IFB may be obtained on September 10, 2025, from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The IFB can also be obtained at the Regional Transit Authority's website at <http://www.norta.com>

Clarification Deadline: Any questions or further information concerning this IFB must be submitted through <https://norta.procurement.com/home> by 1:00 PM on October 10, 2025. Only written questions submitted through the Procurement site shall be considered official. All answers to questions shall be by formal addenda posted to the website under IFB 2025-031.

A Non-Mandatory Pre-Bid Meeting will be held on Tuesday, September 30, 2025, at 10:00 AM in the RTA Boardroom at 2817 Canal Street, New Orleans, LA, 70119.

A Mandatory Site Visit will be held at 2817 Canal Street, New Orleans, LA 70119, on October 6–8, 2025, with sessions conducted daily at 9:00 AM. Attendance at one session is required for proposal eligibility.

Responding to RFP: Proposals shall be submitted through the RTA's Procurement website or delivered to 2817 Canal Street, New Orleans, LA 70119 on or before 1:00 P.M., Wednesday, October 22, 2025.

This procurement is limited to small businesses only. Offers/responses will only be accepted from eligible Small Business Enterprises in compliance with the RTA's Small Business Enterprise (SBE) Program and the US Code of Federal Regulations Title 49 Part 26.39. To be an eligible Small Business Enterprise, a business must have at least 51% ownership by an economically disadvantaged person. To be considered economically disadvantaged, the individual's Personal Net Worth, not including their primary place of residence or ownership in the business, cannot exceed \$1.32 million in compliance with the 49 CFR Part 26.67. Additionally, the business must meet the annual gross receipts cap of \$17.42 million as defined in 49 CFR Part 26 and must meet the size criteria defined by the Small Business Administration. SBE size standards can be accessed at <http://www.sba.gov/content/table-small-business-size-standards>.

The Small Business Enterprise Program is race-neutral and open to all business owners regardless of race, ethnicity or gender. Businesses that are currently Disadvantaged Business Enterprise (DBE) certified with the Louisiana Unified Certification Program must submit an affidavit of SBE eligibility. Businesses that are not DBE certified must submit a complete SBE Certification application along with all supporting documentation. The SBE eligibility affidavit and the SBE Certification Application can be obtained at the RTA website at www.NORTA.com. SBE

Lona Hankins
Chief Executive Officer
Regional Transit Authority

affidavits and/or applications must be submitted before or with the offer/response to this solicitation. SBE affidavits and/or applications submitted past the due date for this solicitation will be processed for eligibility but will not affect the business's SBE eligibility for this solicitation. For additional information, contact the RTA's Small Business Office at 504-827-8362.

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

Lona Hankins
Chief Executive Officer
Regional Transit Authority

**REGIONAL TRANSIT AUTHORITY
REQUEST FOR PROPOSALS (RFP) 2025-031
TRANSIT SECURITY SERVICES**

REQUEST FOR PROPOSALS NO. 2025-031

SUBJECT: Transit Security Services

DATE: September 5, 2025

SUBMITTAL RECEIPT DEADLINE: Wednesday, October 22, 2025, at 1:00 pm

The Regional Transit Authority invites Qualifications Submittals for the services set forth above in accordance with the specifications enclosed herewith.

Proposals **MUST** be received at the RTA's Offices by date and time set as the Proposal Receipt Deadline.

Enclosures ("X" indicates item enclosed)

X	Instructions to Proposers
X	General Provisions
X	Evaluation
X	Attachments

Lona Hankins
Chief Executive Officer
Regional Transit Authority

TABLE OF CONTENTS

I.	INSTRUCTIONS TO PROPOSERS	<u>PAGE NUMBER</u>
1.1	Proposals Submittal	1
1.2	Proposal Submissions	1
1.3	Proposal Review Procedures	1
1.4	Contract Documentation	3
1.5	Cost of Proposal	3
1.6	Proposal Postponement and Addenda	3
1.7	Cancellation of Request for Proposals	4
1.8	Proposal Rejection	4
1.9	Single Proposal Response	4
1.10	Proposal Withdrawal	4
1.11	Acceptance of Proposals	4
1.12	Evaluation of Proposals	5
1.13	Award Procedure	5
1.14	Offers	5
1.15	Addenda	6
II.	GENERAL PROVISIONS	
2.1	Written Change Orders/Amendments	7
2.2	Change Order/Amendment Procedure	7
2.3	Omissions	7
2.4	Priority	7
2.5	Communications	7
2.6	Interests of Members of, or Delegates to Congress	8
2.7	Conflict of Interest	8
2.8	Equal Employment Opportunity	8
2.9	Privacy Requirements	9
2.10	Indemnification	9
2.11	Performance	10
2.12	Status of Contractor and Its Employees	10
2.13	Insurances and Licenses	10
2.14	Subcontractors	10
2.15	Assumption of Risk of Loss	10
2.16	Acceptance	11
2.17	Quality Inspection	11
2.18	Correction by Contractor	11
2.19	Unavoidable Delays	11
2.20	Notification of Delay	11
2.21	Request for Extension	12
2.22	Access Requirements for Individuals with Disabilities	12
2.23	Application of Federal, State and Local Laws and Regulations	13
2.24	Contract Period	13
2.25	No Obligation by the Federal Government	13
2.26	Federal Changes	14
2.27	Incorporation of Federal Transit Administration (FTA) Terms	14
2.28	Exclusionary or Discriminatory Specifications	14

2.29	Geographic Restrictions	14
2.30	Prompt Payment	15
2.31	Confidentiality	16
2.32	Disputes	16
2.33	Ownership of Documents	17
2.34	State and Local Law Disclaimer	17
2.35	Participant Information	17
2.36	Non-Collusion Affidavit	17
2.37	Regional Transit Authority General Provisions	17
2.38	Disadvantaged Business Enterprise (DBE)	17

III. FEDERAL REQUIREMENTS

3.1	Access to Records	20
3.2	Buy America Requirements	21
3.3	Pre-Award And Post-Delivery Audits	21
3.4	Cargo Preference Requirement	21
3.5	Clean Air Act And Federal Water Pollution Control Act	22
3.6	Civil Rights Laws And Regulations	23
3.7	Disadvantaged Business Enterprise (DBE)	24
3.8	Employee Protections	25
3.9	Energy Conservation	26
3.10	Fly America	26
3.11	Government-Wide Debarment And Suspension	27
3.12	Lobbying Restrictions	28
3.13	No Government Obligation To Third Parties	28
3.14	Patent Rights And Rights In Data	29
3.15	Program Fraud And False Or Fraudulent Statements & Related Acts (Upper and Lower Tier Transactions)	30
3.16	Recycled Products	31
3.17	Safe Operation Of Motor Vehicles	31
3.18	Substance Abuse Requirements	32
3.19	Termination	32
3.20	Contract Work Hours & Safety Standard Act	33

IV. EVALUATION CRITERIA

4.1	Administrative Evaluation	35
4.2	Evaluation Criteria	35
4.3	Contract Award	35
4.4	Place of Performance	38

ATTACHMENTS	Supplier Checklist – Attachment I
	Scope of Work – Attachment II

INSTRUCTIONS TO PROPOSERS

1.1 PROPOSALS

Each submittal must include a Letter of Interest that addresses the suggested structure or organization of the proposed team (prime and sub-consultants), a detailed description of your team's approach and capability to handle project-specific issues, a schedule of the proposed work, and any other information that may assist the RTA in making a selection. Letters of Interest should be concise and limited to three (3) pages.

Proposals shall provide a straight forward, concise delineation of the proposer's capability to satisfy the requirements of the Request for Proposals. Each proposal shall be submitted in the requested format, and provide all pertinent information including but not limited to information relevant to personnel assignments, specifications/scope of work, work completion, schedules, etc., as provided in this Request for Proposals. Each proposal shall be signed in ink by a duly authorized officer of the company.

1.2 PROPOSAL SUBMISSIONS

Proposals can be sent electronically through RTA's ProcureWare system and uploaded through our electronic system <https://norta.procureware.com/home> until 4:00 P.M., on the date established as the submittal receipt deadline or upon request a hardcopy may be mailed to: Regional Transit Authority, Attn: Procurement Department, 2817 Canal Street, New Orleans, LA 70119. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Proposals, and 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 Request for Proposals marked on the outside.

1.3 PROPOSER REVIEW PROCEDURE

For the purposes of this paragraph, all submissions must be received by the RTA no later than 4:00 p.m. (Central time) on the date specified as the deadline for the submission.

A. Request for Modification or Clarification

This section establishes procedures for proposers to seek review of this Request for Proposals and any addenda. A proposer may discuss this Request for Proposals and any addenda with the RTA. Such discussions do not, however, relieve proposers from the responsibility of submitting written, documented requests.

Proposers may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Request for Proposals and/or in any addendum hereto. Any such request must be received by the RTA, in writing, not less than **SEVEN (7) calendar days** before the date of scheduled proposal receipt deadline. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation.

RTA will issue a written determination relative to each request made pursuant to this procedure. The written determination must be mailed or otherwise furnished to all proposers at least **THREE (3) calendar days** before the date scheduled as the proposal receipt deadline.

b. Protest Procedures

The following is an explanation of the RTA protest procedures which must be followed completely before all administrative remedies are exhausted.

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Procurement/RTA. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least seven (7) calendar days prior to proposal receipt deadline. A protest with regard to the award of a contract shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the Director of Procurement/RTA shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Director of Procurement/RTA or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

1. State the reasons for the action taken; and
2. Inform the protestor of his/her right to administrative and judicial review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. This decision shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the CEO/RTA.

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director of Procurement/RTA makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

The CEO/RTA shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Director of Procurement/RTA or his designee.

The aggrieved person must file an appeal within five (5) calendar days of receipt of a decision from the Director of Procurement/RTA.

On any appeal of the decision of the Director of Procurement/RTA, the CEO/RTA shall decide within thirty (30) calendar days whether the solicitation or award was made in accordance with the constitution, statutes, regulations, and the terms and conditions of the solicitation. Any prior determination by the Director of Procurement/RTA or his designee shall not be final or conclusive.

A copy of the CEO's/RTA decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening.

The decision of the CEO/RTA shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has timely appealed to FTA after having exhausted the local protest procedures stated above.

The RTA reserves the right to designate any person(s) other than the CEO/RTA or the Director of Procurement/RTA to perform the duties provided for in this Paragraph.

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

1.4 CONTRACT DOCUMENTATION

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

1.5 COST OF PROPOSAL

Any costs incurred by proposers responding to this Request for Proposals in anticipation of receiving a contract award will not be reimbursed by the RTA. Payments will only be made pursuant to a contract between the RTA and the successful proposer.

1.6 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 shall 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 shall enable prospective proposers to revise proposals.

1.7 CANCELLATION OF REQUEST FOR PROPOSALS

The RTA reserves the right to cancel this Request for Proposals 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.

1.8 PROPOSAL REJECTION

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

1.9 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this Request for Proposals, 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 Request for Proposals may be subject to approval by the FTA.

1.10 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.

1.11 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 Request for Proposals, as negotiated.

1.12 EVALUATION OF PROPOSALS

The evaluation criteria are provided in this Request for Proposals. 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.

1.13 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 Request for Proposals and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions and provisions required by FTA.

1.14 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 clearly necessary for the completion of the work specified herein shall be considered a portion of this Request for Proposals.

1.15 ADDENDA

Proposers 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 _____

Company Name

Company Representative

RFP 2025-031

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

This contract may be changed/ amended in any particular allowed by law upon the written mutual agreement of both parties.

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any disputes, the Contractor shall proceed with the work ordered, if the RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any contract awarded pursuant to this solicitation.

2.3 OMISSIONS

Notwithstanding the provision of drawings, technical specifications or other data by the RTA, the Contractor shall supply all resources and details required to make the supplies complete and ready for utilization even though such details may not be specifically mentioned in the drawings and specifications.

2.4 PRIORITY

In the event of any conflicts between the description of the supplies and/or services in the Technical Specifications and drawings and other parts of this Request For Proposals, the Technical Specifications and drawings shall govern.

2.5 COMMUNICATIONS

All official communications in connection with this contract shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of RTA or the Regional Transit Authority, including the Board of Commissioners, concerning any aspect of this

solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

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

2.7 CONFLICT OF INTEREST

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

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

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

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

2.8 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations

(41 C.F.R. Paragraph 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

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

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

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

2.10 INDEMNIFICATION

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the RTA, and RTA, their directors, officers, employees, agents, and assigns from and against all liability, including strict liability, claims, demands, and causes of action brought by others against RTA, and/or RTA, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA, and/or RTA arising out of, or in any way incidental to, or in connection with the work hereunder, and other activities by contractor; provided, however, that such indemnification shall apply only to the extent permitted by applicable law, and except and to the extent such liability, claim, demand or cause of action results from RTA's negligence.

2.11 PERFORMANCE

Contractor shall perform all work diligently, carefully and in a good and workmanlike manner and shall furnish all labor, supervision, machinery, equipment, material and supplies necessary therefore. Contractor shall obtain and maintain all permits and licenses required by public authorities in connection with performance of the work, and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Contractor shall conduct all operations in Contractor's own name and as an independent contractor, and not in the name of, or agent for RTA.

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes specified under the terms of this Agreement the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (5), and as such, the RTA shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.), and further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the RTA for the purpose of Workers' Compensation coverage.

2.13 INSURANCES

The contractor shall, upon request by the RTA, submit a copy of their standard insurance certificates for this project. During the term of this Agreement, the Contractor shall obtain and maintain the following types and amounts of insurance naming the Regional Transit Authority as an additional insured. The Contractor shall furnish to the RTA certificates showing types, amounts, class of operations covered, effective dates and dates of expiration of policies:

- A) Worker's Compensation Insurance as required by Louisiana Law;
- B) Vehicle Liability Insurance in the amount of \$1,000,000.00; and
- C) General Liability Insurance in the amount of \$1,000,000.

2.14 SUBCONTRACTORS

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

2.15 ASSUMPTION OF RISK OF LOSS

Prior to acceptance, Contractor shall bear the risk of loss of the supplies, except that upon delivery, as defined in this Request For Proposals, the RTA will bear the risk of loss due to the negligence of the RTA.

2.16 ACCEPTANCE

Within 7 days after delivery, the RTA, its agents or assigns will conduct acceptance inspection. Acceptance shall be conditioned upon satisfactory results of such inspection, promptly communicated in writing to the Contractor, subject however, to revocation upon discovery of defects.

2.17 QUALITY INSPECTION

All goods and services installed and supplied shall be good quality and free from any defects, and shall at all times be subject to RTA's inspection; but neither RTA's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in RTA's opinion, any goods or service (or component thereof) fails to conform to specifications or is otherwise defective, Contractor shall promptly replace or correct same at Contractor's sole expense. No acceptance or payment by RTA shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.

2.18 CORRECTION BY CONTRACTOR

After non-acceptance of the work, the Contractor shall begin implementing correction procedures within five (5) calendar days after receiving notification from the RTA. The RTA will make the site timely with Contractor's correction schedule. The Contractor shall bear all expense incurred to complete correction of the work after non-acceptance, and Contractor shall diligently implement correction procedures.

2.19 UNAVOIDABLE DELAYS

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

2.20 NOTIFICATION OF DELAY

The Contractor shall notify the RTA as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or

completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

2.21 REQUESTS FOR EXTENSION

The Contractor agrees to supply, as soon as such data are available, any/all reasonable proof required by the RTA to make a decision relative to any request for extension. The RTA shall examine the request and any documents supplied by the Contractor, and RTA shall determine if the Contractor is entitled to an extension and the duration of such extension. The RTA shall notify the Contractor of this decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

2.22 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. sections 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794; section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. section 1612; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

2.23 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

The Federal requirements (laws, regulations policies, and related administratively) contained in this contract may change (from time to time) after the date the contract has been executed. Any changes in federal requirements shall apply to this contract and be incorporated therein.

(b) State or Territorial Law and Local Law

This contract shall be entered into in the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana, except to the extent that a Federal Statute or regulation preempts State or territorial law.

2.24 CONTRACT PERIOD

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

2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.26 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between RTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.27 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, the RTA will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

2.29 GEOGRAPHIC RESTRICTIONS

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

2.30 PROMPT PAYMENT

Payment shall be made thirty (30) days from date of approved and accepted invoice unless changed in the contract agreement. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than five (5) days from the receipt of each payment the prime contractor receives from the RTA. The prime contractor further agrees to return retainage payment to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed and accepted by RTA, and all lien delay's under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the RTA. This clause applies to both DBE and non-DBE subcontractors.

Identification of subcontractors: All prime contractors submitting offers in response to this Request For Proposals must provide the following information for All subcontractors whether the firm is identified as a Disadvantaged Business Enterprise or not. The required information is:

- (1) Firm Name
- (2) Firm Address
- (3) Firm's status as a DBE or non DBE
- (4) The age of the firm
- (5) The annual gross receipts of the firm

Additionally, each contract RTA enters into with a contractor (and each subcontract) the prime contractor signs with a subcontractor shall include the following assurance:

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

Further, each contract RTA enters into with a contractor (and each subcontract the prime contractor signs with a subcontractor shall include the following assurance:

The contractor, sub-recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall, within five (5) days of receipt of payment from RTA make all payments due to subcontractors and suppliers. This requirement shall flow down to all levels, including subcontractors making payments to subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall, in turn, within ten (10) days release retainage(s) it holds. The requirement for release of retainage(s) within ten (10) days shall flow down to all subcontractors, etc.,

performing under this contract. Contractor or any of its subcontractors, etc., may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc., if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor, by its actions or assurances, has, to RTA's satisfaction, proven that it will or has complied with all the requirements hereunder.

2.31 CONFIDENTIALITY

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

2.32 DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Director of Procurement shall be final and conclusive unless within [seven (7)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Vice President-RTA. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Vice President-RTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by RTA, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Louisiana.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA, (its agents or assigns) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.33 OWNERSHIP OF DOCUMENTS

Any documents, drawings, specifications, reports or data generated by the Contractor in connection with this project shall become the sole property of the RTA, subject to any rights asserted by FTA of the U.S. Department of Transportation. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports or data from this project without prior written permission from the RTA.

2.34 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.

2.35 PARTICIPANT INFORMATION FORM

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

2.36 NON-COLLUSION AFFIDAVIT

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

2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

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

2.38 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the intent of the Regional Transit Authority (RTA) of New Orleans to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete

fairly for opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation.

DBE firms are firms which have 51% ownership and control by socially and/or economically disadvantaged individuals. For this solicitation, RTA will accept certification of DBE firms the following government agencies:

- Regional Transit Authority – SBE Certification Program
- Louisiana Department of Transportation and Development – Louisiana Unified Certification Program (LAUCP) - <http://www.laucp.org/ucp/>
- City of New Orleans Office of Supplier Diversity -- SLDBE Certification Program – www.nola.gov

In compliance with the RTA's DBE Policy to be eligible for award of a contract, the contractor/prime bidder MUST either:

1. Meet the DBE goal as advertised with meaningful DBE participation through subcontracts, joint ventures, or suppliers; OR
2. Demonstrate Good Faith Efforts to meet the DBE goal.

All firms participating on RTA projects, including SBE, SLDBE, DBE and non-DBE firms MUST be documented on the Contract Participation and DBE Commitment Form 1 – Schedule A. This form must be submitted by the prime/bidder, must include all information requested and must be signed by an authorized signatory.

For each participating SBE, SLDBE and DBE firm, a DBE Participation Questionnaire Form 2 – Schedule B MUST be included and signed by an authorized signatory of the firm. The purpose of this form is to confirm that the SBE, SLDBE or DBE firm has committed to participating on the project and that both parties agree to the scope of work and price as designated on the Contract Participation and S/DBE Commitment Form 1.

The SBE, SLDBE and DBE firms proposed on this form are binding. Any substitutions or removals of SBE, SLDBE or DBE firms listed on these forms after submission of the bid must be requested through the formal process of contract amendment and be approved by the DBE Liaison Officer. The Contractor shall, no later than three (3) days from the award of a contract, execute formal contracts, agreements and/or purchase orders with the SBE and DBE firms included on the Contract Participation and S/DBE Commitment Form 1.

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished. Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.

b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The RTA shall have the authority to investigate allegations of discriminatory practices of bidder(s) who contract or seek to contract with the RTA.

Please direct all questions related to DBE compliance prior to submission of the solicitation to the RTA Disadvantaged Business Enterprise Liaison Officer.

III. FEDERAL PROVISIONS AND REQUIREMENTS

3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where RTA or a subgrantee of the RTA in accordance with 49 U.S. C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S. C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to the RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

3.2 BUY AMERICA REQUIREMENTS

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 REQUIREMENT

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 LAWS AND REGULATIONS

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive

Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

3.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE’s can compete fairly for DOT assisted contracts;
- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;

- (iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
- (v) To help remove barriers to the participation of DBE's in DOT assisted contracts;
- (vi) To assist the development of firms that can compete successfully in the market place outside the DBE program.

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

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by [B2Gnow](#) Software

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

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

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

<https://norta.dbesystem.com>

3.8 EMPLOYEE PROTECTION

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

3.9 ENERGY CONSERVATION

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

3.10 FLY AMERICA

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available.

Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

3.11 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

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.

3.12 LOBBYING RESTRICTIONS

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

3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The federal government shall not be subject to any obligations or liabilities to any third-party Contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of this contract. Notwithstanding any

concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including the third-party Contractor.

3.14 PATENT RIGHTS AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or

programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3.15 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (UPPER AND LOWER TIER TRANSACTIONS)

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the

penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.16 RECYCLED PRODUCTS

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

3.17 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 subagreements, 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 subagreements 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 subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

3.18 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.

3.19 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.

3.20 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.

IV. EVALUATION CRITERIA

4.1 ADMINISTRATIVE EVALUATION

Prior to the distribution of submittals to the Technical Evaluation Committee, the RTA shall perform an administrative evaluation of each submittal to determine completeness and responsiveness to this RFP.

4.2 EVALUATION CRITERIA

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:

1. **Demonstrated Experience, Qualifications, and References (40%)**
Evaluation will consider the proposer's relevant past performance, technical expertise, and credentials of key personnel. Strong references and verifiable success on similar projects will be weighted heavily.
2. **Proposed Approach and Understanding of Project Needs (20%)**
Reviewers will assess the proposer's methodology, work plan, and demonstrated grasp of the project's scope, objectives, and challenges. A tailored approach that aligns with RTA's goals will receive higher scores.
3. **Schedule / Capacity to Start on Time (10%)**
Scoring will reflect the proposer's ability to mobilize resources quickly, adhere to required deadlines, and demonstrate sufficient staffing and capacity to meet project milestones without delay.
4. **Quality and Clarity of the Proposal (20%)**
Proposals will be judged on organization, completeness, and clarity of presentation. Well-structured, error-free submissions that are easy to evaluate will be rated more favorably.
5. **Cost Effectiveness (10%)**
Evaluation will focus on overall value, reasonableness of pricing, and alignment of costs with the proposed scope of work. Lowest cost will not automatically result in the highest score; cost will be weighed in relation to quality and feasibility.

4.3 CONTRACT AWARD

(1) The RTA intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The RTA may reject any or all proposals if such action is in the RTA's interest.

(3) The RTA may waive informalities and minor irregularities in proposals received.

(4) The 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) The 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) The RTA reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the RTA's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the RTA.

(8) The 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 the RTA.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the RTA shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) 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.

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.

Proposers are reminded that price/cost shall not be used as an evaluation factor during the initial evaluation. However, price proposals will be evaluated and proposers are required to submit cost data separately with their proposal. Proposals which do not contain cost/price information may be considered non-responsive to the administrative requirements of the RFP.

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.

4.4 PLACE OF PERFORMANCE

(a) 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.

(b) 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

ATTACHMENT I
SUPPLIER SUBMISSION CHECKLIST

ATTACHMENT I – SUPPLIER CHECKLIST

The following items must be submitted as noted in order to be considered responsive.

Letter of Interest*

Consultant Questionnaire Form*

Non-Collusion Affidavit*

Certificate on Primary Debarment *

Certificate Regarding Debarment– Lower Tier *

Certification of Restrictions on Lobbying *

Participant Information Form*

DBE Form 4 – DBE Participation Plan (For RFPs and RFQs)*

***To be determined responsive all forms are due on the proposal submittal date.**

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA's official web site at:

[New Orleans Regional Transit Authority - Procurements and Contracts \(norta.com\)](http://norta.com)

Click on "Vendor Form Library"

ATTACHMENT II

SCOPE OF WORK

RTA Transit Security Scope of Services

1. OVERVIEW

The New Orleans Regional Transit Authority (RTA) is soliciting proposals from qualified vendors to provide armed and unarmed security services for its various locations, encompassing a combination of non-public and public-facing facilities and select field locations in support of safe and secure transit operations.

2. POSTS AND ASSIGNMENTS

RTA requires a mix of armed and unarmed physical security resources at various RTA facilities (public- and non-public-facing) and field locations in support of RTA's delivery of safe and secure transit services throughout the Greater New Orleans region. Some, not all, locations require 24/7 coverage.

In addition to regular posts, RTA requires fulfillment of other routine assignments to be performed by contractor personnel, as follows.

- RTA Board of Commissioners meetings (unarmed)
- Armed revenue transport protection
- Armed roving patrols

See tables in Section 7 for a detailed breakdown and hours requirements.

2.1. MOBILITY HUBS

Two major mobility hubs require 24/7 coverage with regular, armed posts and are major activity centers for the transit system:

- **New Orleans East Hub**, 5641 Read Blvd, New Orleans, LA 70127 (New Orleans East Library) – *Regular 24/7, armed post*
- **Interim Downtown Hub (Main Library Hub)**, 219 Loyola Ave, New Orleans, LA 70112 (Note: Adjacent transit stops on Tulane Ave @ Loyola Ave and on Loyola Ave @ Common St are considered to be extensions of the Interim Downtown Hub and will be included in the Post Orders) – *Regular 24/7, armed post*

Other hubs identified by RTA are to be covered with daily, armed roving patrols. Details will be provided by the RTA Project Manager.

There are no guaranteed indoor spaces for the requested posts at hubs.

Contractors should include in their proposal details for transporting and relieving guards who are assigned to hub locations.

Access to restroom facilities at the hubs and terminals may be limited.

Personnel at the regular 24/7-armed posts will have foot patrol duties as part of their Post Orders and will be expected to interact with RTA personnel and customers in a professional manner.

Post Orders may include unique considerations specific to each hub. In each, the RTA Project Manager will ensure the necessary instructions are included in the Post Orders.

The contractor is responsible for making arrangements for reasonable meal and relief breaks for their employees deployed to the hub locations.

2.2. ANTICIPATED FUTURE SITES

In the anticipated contract term for this project, RTA may need the contractor to plan, develop, and implement additional deployments at the locations/sites, below.

With respect to these locations only, proposals should address the plans, methods, and approaches the contractor would take to adapt to the evolving needs of the RTA, and describe how it would proactively address common security challenges faced by public entities operating in open environments.

- **Union Passenger Terminal**, 1001 Loyola Avenue, New Orleans, LA 70113
- **Downtown Transit Center Site**, Neutral ground on Basin Street near Canal Street

2.3. AD HOC ASSIGNMENTS

Beyond the posts and assignments described in this Scope of Services, the contractor shall provide personnel at any location within the RTA's service area (City of New Orleans, Portions of Jefferson and St. Bernard Parishes)¹ as requested by the RTA Project Manager within twenty-four (24) hours of the request.

3. CONTRACTOR RESPONSIBILITIES

Contractor's fulfillment of the Scope of Services, including the locations, and hours of service, and the number of guards furnished, shall be subject to the approval of the RTA Project Manager.

3.1. PERSONNEL

The contractor shall provide adequate numbers of trained and qualified personnel to fully staff all posts for all locations for which armed guard services are required to be provided by this contract.

The contractor shall make best efforts to assign guards consistently to certain sites so that guards become more familiar with the procedures and authorized persons associated with that site.

¹ <https://www.norta.com/RTA/media/Maps/RTA-System-Map-Current.pdf>

Hiring, training, payment of wages and benefits, uniforms, equipment, supervision, transportation costs, direction and discharge of guards shall be the responsibility of the contractor.

The payment of federal, state, and local taxes and all wages shall be the responsibility of the contractor. The contractor is responsible for complying with all required federal, state and local employment laws and regulations.

The contractor shall provide relief for guards who are on authorized breaks or leaves.

RTA may request contractor to remove any guard from performing services under this contract at any time, it desires and for any reason. Contractor shall remove and replace a guard within 30 minutes of RTA request for any cause or condition that renders the guard incapable of performing their duties, which shall include but is not limited to: Sleeping on duty, theft, alcohol or illegal drug use.

Contractor shall remove and replace personnel within 24 hours for other violations or performance failures set forth in the Agreement when requested by RTA.

If RTA 's need for services increases or decreases the number of guards required to fulfill this contract, RTA's cost shall be based on actual hours of services provided at the billing rates set forth in this contract.

3.2. GUARD REQUIREMENTS, GENERAL

Guards shall be provided to perform the following duties at all sites in accordance with contractor Standard Operating Procedures unless otherwise provided in the contract or as instructed by the Project Manager (specific duties may vary slightly depending on post and location type):

- Protect the safety of persons on the site;
- Prevent and minimize fire, theft, damage, and trespass on RTA properties;
- Prohibit entry into access-controlled areas by anyone other than persons carrying valid
- RTA Access Control Badge. (The guard will report violators to the Physical Security Department during normal working hours, and to RTA Dispatch after normal working hours.)
- Report any unusual incidents or hazardous conditions;
- Maintain a daily log for each shift in accordance with all policies for the site (e.g. sign in and sign out requirements for visitors) as outlined in Post Orders;
- Complete rounds of assigned facilities as required for each site to ensure that all access doors are secure;

- Maintain log of all security violations and report occurrences to the RTA Dispatch as quickly as possible considering the nature of the violation (RTA Dispatch is responsible for logging security incidents in RTA's system of record, however this is not a substitute for vendor logs or reports);
- Monitor security desk consoles (i.e., CCTV video monitors, alarm panel, as outlined in Post Orders).

RTA outlines the following **general** expectations that apply to guards:

- Guards must be familiar with and implement emergency fire or fire alarm procedures including familiarity with floor plans and locations of fire alarm pull boxes, fire extinguishers, fire alarm monitoring panel, and other life/safety systems;
- Guards must be familiar with and implement emergency intrusion alarm procedures including the use of computer programs, closed circuit television monitors, and alarm enunciator panels and other equipment required for monitoring and control of building access;
- Guards shall be responsible for all RTA-issued keys in their possession.
 - Keys shall not be loaned to anyone for any reason.
 - If keys are lost or stolen, guards shall notify contractor no later than the end of the shift during which the keys were lost or stolen, and contractor shall notify the RTA Project Manager immediately upon receiving the guard's report so that appropriate action can be taken to safeguard the premises.
 - Contractor is responsible for the cost of replacement of lost, stolen, or damaged keys;
- Guards shall be familiar with procedures for receiving and forwarding requests for maintenance;
- Guards shall not use cell phones except as required to perform their duties, and may not use or be in possession of any personal electronic devices not related to guard duties at a site;
- Guards shall always be polite, courteous, respectful, and responsive to any person authorized to be on the site;
- Guards shall not be engaged in or conduct any personal business or business outside those described in this contract at any time while assigned to perform services except for authorized breaks; and
- Guards shall be familiar with RTA Policies as outlined in Post Orders or otherwise communicated by RTA Project Manager.

3.3. FACILITY PATROLS

Guards shall patrol the grounds of RTA properties as required by this contract and requested by the Project Manager to prevent trespassing, vandalism, sabotage, injury, and RTA liability in accordance with the Post Orders and/or Facility Patrol Plan(s), as applicable.

The Post Orders for any posts at Primary Facilities shall specify the amount of time, whether expressed as a number of hours, a fraction, or a percentage, that shall be spent physically patrolling a given area or location, as compared to manning a fixed post or handling other tasks. This will be subject to RTA's review and approval.

3.4. ROVING PATROLS

Roving patrols are needed on a 24/7 basis and are primarily focused on mobility hubs throughout the RTA service area. These resources should also be adequately equipped and qualified to respond to incidents throughout the system.

As part of this assignment, periodic patrols are also needed at RTA's Napoleon Facility, 403 Napoleon Avenue, New Orleans, LA 70115, which is closed to the public.

Strategic deployment of personnel assigned to the 24/7 roving patrol to other locations may be requested by and coordinated with the RTA Project Manager, based on crime data, RTA system ridership, special events, and other factors.

- Roving patrols shall always remain in the RTA service area when on-duty.
- Response to incidents must be coordinated through RTA's Operations Control Center/Dispatch. A detailed activity log is required for this assignment.
- RTA system information is available on RTA's website (www.norta.com) and by request. Detailed instructions will be provided by the RTA Project Manager.
- Future demand may warrant adjustments to coverage or requirements.

3.5. ACCESS CONTROLS

Guards shall monitor the access of employees, authorized visitors, and members of the public to RTA property as required by this contract and as requested by RTA.

During business hours, most facilities allow employees access to all work areas except for restricted areas. Post Orders and instructions from RTA will specifically identify restricted areas at/near each Post.

Control of employee access to restricted areas during and after work hours is accomplished through a card access/reader system, managed by the RTA Physical Security Department.

3.6. UNIFORMS AND EQUIPMENT

The contractor must furnish and maintain all uniform items for all guards provided to perform the services required by this contract, including outdoor clothing

appropriate for the weather and season, with necessary personal protective equipment (PPE) as outlined in RTA policies.

All guards must wear a complete uniform of the type required to always perform their duties while on duty.

RTA will approve standard-issue uniform items pursuant to this section.

When reporting for duty, guards' shoes must be clean, all uniform items must fit well and be clean and pressed and must generally present a professional image to the public.

The contractor shall be responsible for the cleaning, pressing, and repair costs for all uniforms.

The contractor shall issue a uniform to all guards, which must include, at a minimum, the following items:

- Shirts (long and short sleeve); Trousers, Blazer (black)
- Accessories (Black belt; dress socks)
- Jacket with high visibility "Security" printed on back and a security emblem on the front left breast (cold weather use);
- Sweater (optional);
- Rain gear in bright yellow or orange with "Security" printed on back;
- Safety Vest (with retroreflective striping, hi-viz green, yellow, or orange in color);
- Black gloves;
- Belt keepers;
- Name plate, gold or silver (over left breast pocket with badge number, first initial and last name) and RTA issued photo I.D. badge;
- Keys with key holder if issued
- Contractor's insignia shoulder patch (each shirt and jacket); and
- Black safety shoes or safety boots, leather.

3.7. DRUG AND ALCOHOL REQUIREMENTS

Purpose and Applicability

This section outlines the contractor's binding obligation to develop and maintain a Drug and Alcohol Testing Program in full compliance with **49 CFR Part 655** and **49 CFR Part 40**, as mandated by the Federal Transit Administration (FTA). The RTA requires strict adherence to these regulations to ensure continued federal funding, public safety, and audit success.

Program Implementation and Orientation Requirement

The Contractor agrees to:

- Implement a fully compliant Drug and Alcohol Testing Program for all **safety-sensitive positions**.
- Participate in a **mandatory orientation session** conducted by RTA's **Drug and Alcohol Department** prior to deployment.

Failure to complete orientation within the specified timeframe will delay the start of contract activities and may result in temporary suspension of the contract until resolved.

Documentation Requirements (Due Within 30 Days of Effective Date)

Contractor must submit the following documents to the RTA Drug and Alcohol Department:

- Proof that safety-sensitive employees are enrolled in an active, compliant **random testing pool**.
- Contractor's internal **Drug and Alcohol Policy Statement** aligning with FTA standards.
- Contact details for the **Third-Party Administrator (TPA)**, if one is used.
- Internal compliance contacts responsible for FTA testing and audit preparation.

Required Testing Protocols

The contractor's program must include procedures for the following FTA-mandated testing categories:

- **Pre-Employment**
- **Post-Accident**
- **Random**
- **Reasonable Suspicion**
- **Return-to-Duty** (including after 90-day absences)
- **Follow-Up**
- **Fit-for-Duty Evaluations**

Training and Education Compliance

The contractor must ensure relevant personnel receive FTA-approved training, including:

- **Initial FTA compliance orientation** (conducted by RTA)
- **Annual refresher training**
- **Supervisor reasonable suspicion training**
- **Recordkeeping, data entry, and confidentiality practices**

Contractors are responsible for maintaining accurate training records and submitting proof of completion to the RTA as requested.

Audits, Reviews, and Site Access

The contractor must:

- Permit RTA, DOT, or any authorized agency to inspect all records, facilities, and processes related to the D&A program.
- Cooperate with scheduled and unannounced audits, including on-site reviews and policy evaluations.

Penalties for Non-Compliance

Failure to comply with any section of this agreement may result in:

- **Withholding of payments** to the contractor.
- **Administrative fines** for delays, errors, or failed quarterly audits.
- **Termination of contract** for breach of compliance.
- **Ineligibility for future RTA contracts.**

Administrative Contractual Penalties, Corrective Actions, and Enforcement

To ensure full compliance with 49 CFR Parts 40 and 655, the contractor shall be subject to administrative contractual penalties and other enforcement actions for failure to meet regulatory expectations or RTA-imposed deadlines. These measures are in place to protect the integrity of RTA's federally mandated Drug and Alcohol Program and to safeguard eligibility for federal funding.

Administrative Contractual Penalties Structure

The following penalties shall be applied for each individual instance of non-compliance, per occurrence:

Violation Type	Contractual Penalties	Corrective Action Deadline
Failure to attend mandatory orientation within 5 business days of contract start	\$500.00	Must be rescheduled and completed within 3 business days of notice
Late submission of required program documents (policy, pool list, TPA info, etc.) beyond the 30-day window	\$500.00 per document	Must be submitted within 3 business days of deficiency notice
Errors or omissions discovered in quarterly RTA audits (per finding)	\$500.00 per finding	Must be corrected and resubmitted within 5 business days
Failure to include safety-sensitive employees in a compliant random pool	\$500.00 per employee	Immediate corrective action; 3 business days to resolve

Late MIS submission past February 31st 1st deadline (FTA-required)	\$500.00 per day	Must be submitted immediately; full submission within 2 business days
Unavailable or disorganized records during audit/review	\$500.00 per missing item	Complete reorganization and resubmission within 15 business days
Incomplete or expired employee/supervisor training certifications	\$500.00 per employee	Certification must be updated within 15 business days

Escalation of Enforcement

If the contractor fails to correct any non-compliance within the corrective action period:

- **First Tier Enforcement:** Additional penalty of **\$1,000.00** and immediate notice of non-performance.
- **Second Tier Enforcement** (continued non-compliance after 5 additional business days):
 - **Withholding of all payments** associated with the contract; and/or
 - **Consideration of possible termination of contract.**

Drug and Alcohol Program Compliance Agreement

Contractor agrees to comply with all Drug and Alcohol requirements specified in this Scope of Services pursuant to FTA regulations.

3.8. TRAINING REQUIREMENTS

General Requirements:

- Basic Training
 - This typically involves two 8-hour segments, covering topics like the role of private security, legal aspects, patrol procedures, incident response, and customer service.
- Firearms Training
 - Separate firearms training conducted by a state-licensed instructor. This training includes weapons handling, safety, range qualification, and legal limitations on the use of weapons.
- Weapon-Specific Training:
 - Personnel must be trained with the specific weapon that they will carry on duty.

RTA Requirements:

As soon as practicable after the effective date of the Agreement the contractor and RTA will meet to develop a written training program and plan. Specific RTA-required training includes but is not limited to the following.

- Rail Safety, Operating Procedures, and Familiarization Training with RTA Fleet
- Security Awareness Training – First Observer Plus Training
- Responding to Bomb Threats
- Responding to Suspicious Packages
- CPR, AEDs, and Bloodborne Pathogens
- Active Shooter
- De-escalation Training

RTA Requirements may be amended at any time should additional training be deemed necessary by RTA's Project Manager.

Training Waivers:

The contractor may request the training requirement to be waived for a guard if the contractor submits adequate documentation to demonstrate that the guard's skills already exceed the training requirements, then RTA can approve the waiver request.

3.9. STATE LICENSING AND REGISTRATION REQUIREMENTS

The contractor is responsible for ensuring that all personnel are licensed and registered pursuant to Louisiana State Board of Private Security Examiners (LSBPSE) requirements.

- Licenses are valid for two (2) years and must be renewed at least 30 days before expiration.
- Armed security officers are required to complete annual refresher training in both security procedures and firearms.
- The LSBPSE is the primary point of contact for licensing and training information. You can reach them at (225) 272-2310.

3.10. TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) REQUIRED FOR FERRY POSTS AND ASSIGNMENTS

Personnel assigned to certain ferry posts/assignments are required to hold and maintain TWIC certifications, as required by the Maritime Transportation Security Act (MTSA) and as applicable to ferry terminal buildings and landing barges under Transportation Security Administration (TSA) requirements. (More information is available at: <https://www.tsa.gov/twic>)

All current RTA ferry facilities, inclusive of terminals, barges, and non-revenue facilities, are considered MTSA-regulated facilities.

The contractor is responsible for ensuring full compliance with this requirement and all applicable federal laws. Additionally, the contractor shall include the following instructions in its training/onboarding for the above-mentioned, ferry-related posts and assignments.

- Contractor personnel assigned to ferry posts and assignments must always have their TWIC card in their possession.
- You must immediately display your TWIC card when requested by any authorized representative from any of the following: RTA, ferry contract operator, U.S. Coast Guard, TSA, or law enforcement agency.
- Any contact made between a contractor employee and any representative from the above entities in relation to the TWIC or any other transportation security matter must immediately be reported to the RTA Project Manager.
- Violations of any provision of the MTSA or any other applicable TSA requirement will be reported and handled as a security incident, pursuant to federal law.

Additional instructions and requirements specific to the TWIC or other provision of the MTSA will be provided by the RTA Project Manager, in consultation with the Marine Operations Department.

Applicable posts are indicated in Section 7.

3.11. **ADDITIONAL STAFFING**

The contractor shall provide adequate supervision of its personnel to ensure quality services and contract compliance and to support emergencies and/or special requests as applicable.

When requested, or when there is an incident that requires such response, the designated contractor supervisors shall meet with the RTA Transit Police and/or designated RTA personnel as the situation warrants.

Supervisors shall communicate any changes in Post Orders or procedures, any special instructions, announcements, or any other pertinent information that may affect security operations.

Armed guards requested under as needed guard service shall be paid at the regular rate for armed guards.

Emergency requests may be necessary in exigent circumstances with less advance notice than 24 hours. In these instances, the contract is expected to make a reasonable attempt to accommodate the request.

Proposals should describe in detail the process and associated costs for deploying personnel to respond to an RTA emergency under this provision.

3.12. **HOURS OF SERVICE REQUIREMENTS**

The contractor shall provide shift schedules when requested by RTA.

No guard shall work more than the prescribed twelve (12) hour period on one or more sites, for other clients of the contractor or for any other job in any twenty-

four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.

All requests for an exception to this requirement must receive prior written approval from the RTA Project Manager.

4. INITIAL CONTRACT DELIVERABLES

Contractor shall submit the following deliverables within 15 days of the Notice to Proceed but no later than 5 business days prior to deployment. Exact schedule of deployment will be coordinated with the RTA Project Manager.

4.1. POST ORDERS

Contractor shall deliver to the RTA Project Manager draft comprehensive Post Orders for all designated sites for the Project Manager's review and approval. The Project Manager shall review and return the same to the contractor with instructions for revisions. The contractor will prepare the completed and approved Post Orders and submit them to the Project Manager within ten (10) days of receipt of RTA revisions. The Final Post Orders approved by the Project Manager are incorporated by reference and shall become part of the Contract as though fully set forth.

Post Orders shall include (references to), but are not limited to:

- General Safety Procedures
- Emergency Procedures (including contact lists)
- Investigation, Incident, and Emergency Report Procedures and Forms
- Shift Patrol Procedures
- Communication and Reporting Procedures
- Dress and Grooming Standards
- Photographs and diagrams of each site
- Special Client Requests (set forth by the RTA Project Manager)

4.2. TRAINING PLAN

Contractor shall deliver a Training Plan consisting of the following:

- the dates, times, and location of each block of instruction,
- Curriculum/content of each type of training; and
- a resume for each trainer prior to the commencement of training.

The Project Manager shall review and approve the Training Plan prior to the commencement of any training required by this contract.

In all cases, the final approved Training Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.

4.3. FACILITY PATROL PLANS

Contractor shall provide a Facility Patrol Plan for each “Regular Post” specified in Section 7 of this Scope of Services. Contractor shall instruct/deploy guards to patrol maintenance facility areas (e.g., bus bays), outside perimeters, non-revenue RTA lots (e.g. bus lots), employee entrances, employee parking areas and lots, high volume pedestrian areas, and customer lobby areas to minimize criminal and nuisance behavior and to minimize liability exposure.

After the successful adoption and implementation of the Facility Patrol Plans, above, RTA may request revisions within a reasonable timeframe, and/or additional plans. Proposals should include pricing/fees for Plan revision/development beyond the initial contract deliverable phase.

RTA will coordinate with vendor to arrange site visits to support Plan development.

All Facility Patrol Plans shall be subject to RTA approval. Each approved Facility Patrol Plan is incorporated by reference and shall become part of the Agreement as though fully set forth herein.

4.4. CONTACT LIST

Contractor shall provide a contact list with 24- hour contact information (phone and email) for all supervisors and project managers assigned to the project.

4.5. ACCESS TO REPORT PORTAL, DATABASE, OR SYSTEM

Contractor shall provide RTA with a minimum of four (4) user accounts and training to access their Reports Database, “Portal”, or similar system for accessing shift logs, incident reports, and other contractor documents and for analyzing security data.

Technical assistance must be available to designated RTA personnel during normal business hours. The appropriate contact shall be listed on the Contact List, above.

If no system is available, the proposal should include detailed information on the methods the contractor will use to share shift logs, incident reports, and other critical information to the RTA Project Manager throughout the lifecycle of the project.

5. RTA OBSERVED HOLIDAYS

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr.
- Mardi Gras Day
- Good Friday
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

NOTE: During holidays RTA may run a limited schedule, which reflects Saturday or Sunday service. During limited-service schedules, staffing may be adjusted according to service demands.

6. POST ABANDONMENT OR FAILURE TO PERFORM GUARD DUTIES

Any act of vandalism, sabotage, or theft of RTA buildings or equipment that is found to be the direct result of the contractor, or contractor's agents or representatives, abandoning one or more established posts or failing to perform as required by this contract, will result in RTA receiving a credit up to 100% of the cost of repair or replacement of the asset or building.

7. ESTIMATED LABOR HOURS - ARMED/UNARMED ASSIGNMENTS

7.1. ARMED ASSIGNMENTS

All hours are subject to change. The total labor hours estimate does not include ad hoc assignments under the provisions of this Scope of Services.

Regular Posts				
Facility Name	Address	Current Coverage	Hours/Day	Hours/Week
Carrollton Facility	8201 Willow Street	Vendor	24	168
A. Philip Randolph Facility Front Desk	2817 Canal Street	Vendor	24	168

A. Philip Randolph Facility Revenue Collection	2817 Canal Street	Vendor	8	40
A. Philip Randolph Facility Bienville St Gate	2817 Canal Street	Vendor	24	168
East New Orleans Facility (ENO)	3900-3901 Desire Parkway	Vendor	24	168
Interim Downtown Transit Hub	219 Loyola Avenue	Vendor	24	168
New Orleans East Bus Hub	5641 Read Blvd	Vendor	24	168
Other Assignments				
Armed Roving Patrol	Various	N/A - New	24	168
Revenue Transport Protection [#]	Various	Ferry Contract	4.29	30.03
TOTAL - ARMED				1,246.03
ANNUAL LABOR HOURS (ESTIMATE)				64,793.56

7.2. UNARMED ASSIGNMENTS

All hours are subject to change. The total labor hours estimate does not include ad hoc assignments under the provisions of this Scope of Services.

Regular Posts				
Facility Name	Address	Current Coverage	Hours/Day	Hours/Week
Canal Street Ferry Terminal [#]	1 Canal Street	Vendor	16.29	114

Canal Street Ferry (Barge)#	1 Canal Street	Ferry Contract	16.29	114
Algiers Point Ferry Terminal#	101 Morgan Street	Ferry Contract	16.29	114
Other Assignments				
RTA Board of Commissioner Meetings**	2817 Canal Street	N/A - New	0.36	2.5
TOTAL - UNARMED				344.5
ANNUAL LABOR HOURS (ESTIMATE)				17,914

** @ 10 hours per month

TWIC required (see 3.9)

Summary of Hours by Type of Assignment

TYPE OF ASSIGNMENT	ANNUAL LABOR HOURS (ESTIMATE)
ARMED	64,793.56
UNARMED	17,914
TOTAL	82,707.56

8. DETAILED REQUESTS FOR OTHER ASSIGNMENTS

RTA Board of Commissioners Meetings

For all RTA Board of Commissioners meetings, one (1) unarmed guard is deployed to provide additional security. All meetings are held in the A. Philip Randolph Boardroom, 2817 Canal Street, 2nd floor. This requirement consists of approximately 10 hours of security coverage per month.

Meetings requiring additional security include the following:

- Monthly Board of Commissioners meeting – generally, scheduled on the 4th Tuesday of each month at 10:00 AM;
- Monthly Operations & Administration and Finance Committee meetings – generally, scheduled on the 2nd Thursday of each month at 9:00 AM and 11:00 AM, respectively; and
- Monthly Rider's Advisory Committee (RAC) meeting – generally, scheduled on the 1st Wednesday of each month at 5:30 PM.

Confirmed meeting dates will be provided upon deployment. The RTA Project Manager will notify the contractor of postponed/rescheduled meetings and/or any other changes to this request within a reasonable time.

Revenue Transport for Ferry Operation

One (1) armed guard is needed to protect revenue transport for RTA's ferry operation. This assignment is anticipated to be daily, Monday-Friday, and currently consists of, on average, 30-32 labor hours per week. The guard must protect the transport of cash revenue from each ferry vessel to the Ferry Marine Operations Facility, 7320 Patterson Dr, New Orleans, LA 70131, and then to be deposited at the RTA-designated bank, to be confirmed with the vendor prior to deployment.

Details will be provided by the RTA Project Manager.

9. GENERAL TERMS AND CONDITIONS

Period of Performance

The contract term shall be one (1) year with up to three (3) one-year renewal options.

Project Timeframe

RTA anticipates a need to closely coordinate with the selected contractor immediately following issuance of a Notice to Proceed (NTP) to execute this Scope of Services and ensure continuity of security coverage. The milestones below are requested and will be finalized by the RTA Project Manager upon issuance of the NTP.

- RTA will convene a kick-off meeting with the contractor and finalize initial contract deliverable requests, as outlined in Section 4 of this Scope of Services - **no later than NTP+7 days**
- Contractor shall provide initial contract deliverables, as outlined in Section 4 of this Scope of Services, **no later than NTP+15 days**
- (Tentative) deployment start date – **approximately NTP+30 days**

Exact project milestones for pre-deployment and deployment phases are subject to further contractor-RTA coordination.

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, and approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). The Contractor shall deliver to RTA a Certificate(s) of Insurance evidencing same.

- 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 Certificate(s) of Insurance evidencing coverage for the following lines of insurance, including policy numbers, effective and expiration dates, with minimum limits as follows. The limits set forth can be attained by combining primary and excess policies.
- Worker's Compensation Insurance and Employers' Liability as required by applicable Louisiana Law;
- Automobile Liability Insurance in the amount of \$1,000,000 per accident for bodily injury and property damage;
- Commercial General Liability Insurance in the amount of \$2,000,000 per occurrence, \$3,000,000 general aggregate, with RTA named as an additional insured under the policy;
- Professional Liability [Error and Omissions] Insurance with limits of \$3,000,000 per occurrence or claim, \$3,000,000 general aggregate; and
- Firearm's Liability Insurance with limits of \$3,000,000, with the RTA named as an additional insured under the policy.

Payment Terms

The contractor shall submit itemized invoices on a monthly basis or as otherwise agreed upon in the resulting contract. Invoices must reference the contract number and clearly detail services performed, hours worked (by post or location as applicable), and associated deliverables. Payment will be made within thirty (30) days of receipt of a complete and accurate invoice and RTA's written acceptance of the associated work. All payments are contingent upon compliance with contract terms and satisfactory performance.

10. EVALUATION CRITERIA

Proposals will be evaluated based on the following:

- Demonstrated experience, qualifications, and references (40%)
- Proposed approach and understanding of project needs (20%)
- Schedule/ capacity to start on time (10%)
- Quality and clarity of the proposal (20%)
- Cost effectiveness (10%)

11. PROPOSAL REQUIREMENTS

Proposals must include the following:

- Company/Firm profile and qualifications

- Copies/ evidence of valid State license(s)
- Relevant experience with public transit agencies or similar industries
- Approach and methodology for addressing each of the initial contract deliverables listed in Section 4 of this Scope of Services
- Key personnel bios and roles
- Proposed timeline and fee schedule for project kick-off, including proposed familiarization of each RTA site, obtaining any required certifications, and onboarding staff (breakdown by activity if possible). Discuss the capacity for starting the project on time while meeting project requirements.
- Three (3) references from past clients.