

**REGIONAL TRANSIT AUTHORITY  
RTA 2 DRY DOCK  
INVITATION FOR BIDS**

**Project Description:** Regional Transit Authority Ferry Services invites qualified vendors to bid on RTA 2 Dry dock as described this IFB-2026-011

**How to obtain a copy of the IFB:** Specifications and further information concerning the IFB may be obtained March 20, 2026, from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The IFB can also be obtained at Regional Transit Authority's website at <http://www.norta.com>.

**Clarification Deadline:** Any questions or further information concerning this IFB must be submitted through <https://norta.procurement.com/home> by 2:00PM on March 19, 2026. Only written questions submitted through Procurement site shall be considered official. All answers to questions shall be by formal addenda posted to the website under IFB 2026-011.

**Responding to IFB:** Bids shall be submitted through the RTA's Procurement website on or before 2:00 P.M., Tuesday, April 14, 2026.

**A Bid Opening** will be held in the RTA Board Room located at 2817 Canal Street, New Orleans, LA 70119, on Tuesday, April 14, 2026, at 2:00 PM. Any questions or further information concerning the IFB may be submitted Via <https://norta.procurement.com/home>, beginning on March 20, 2026.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 32%.

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

Notice to all offerors is hereby provided that in accordance with all applicable federal, state and local laws the RTA will ensure that DBEs are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability. For additional information contact the RTA's Small Business Office at 504-827-8301.

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

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

**REGIONAL TRANSIT AUTHORITY**  
**RTA 2 DRY DOCK**  
**INVITATION FOR BIDS**  
**For**  
**FERRY SERVICES**

SUBJECT:            RTA 2 Dry Dock

DATE:                March 20, 2026

INVITATION  
FOR BIDS NO.       IFB-2026-011

BID OPENING:      Tuesday, April 14, 2026 at 2:00 PM

The Regional Transit Authority for RTA 2 Dry Dock for Ferry Service invites bids for supplies and/or services set forth above in accordance with the specifications enclosed herewith.

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

Enclosures ("X" indicates item enclosed)

- X     Public Notice to Bidders
- X     Submission Checklist
- X     Instruction to Bidders
- X     Terms and Conditions
- X     Special Conditions
- X     Federal Requirements

## **BIDDER SUBMISSION CHECKLIST**

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

Louisiana Uniform Public Work Bid Form (Attachment IIII)

Certificate on Primary Debarment

Buy America Certificate for Compliance or Buy America Certificate for Non-Compliance

Non-Collusion Affidavit

Certificate Regarding Debarment– Lower Tier

Certification of Restrictions on Lobbying

Participant Information Form

Certificates of Insurance

## **INSTRUCTIONS FOR OBTAINING FORMS**

Go to RTA's official web site at:

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

Click on "Vendor Form Library"

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**Louisiana Public Bid Form – Attachment IV**

## **I INSTRUCTIONS TO BIDDERS**

### **1.1 SCOPE**

The contract awarded pursuant to this Invitation for Bids shall be a fixed price contract. The contract price shall include all labor, materials, supplies, services, tools, equipment, etc. All which are necessary for the ferry RTA 2 Dry dock.

### **1.2 CONTRACT DOCUMENTATION**

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

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

Electronic bids will be uploaded through email at <https://norta.procureware.com/home>

### **1.4 PRICING**

Regional Transit Authority is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferable to the Contractor. The Contractor shall pay all other sales, use, and other similar taxes that are enacted as of the Contract execution or subsequently revised or added. Regional Transit Authority Ferry Service will pay no sales taxes or for any increase in sales taxes, unless such increase in sales tax is due to a change in the interpretation of the Louisiana Tax Code by the Louisiana State Tax Commission and such increase in sales tax is the subject of an authorized change order. Whenever there is a discrepancy between a unit price and any extension, the unit price shall govern. Bidders are hereby notified that discount terms shall not be used in the determination of award of this contract.

### **1.5 BRAND NAMES**

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, these specifications are used only to denote the quality standard of

product, style type, and character of product desired and do not restrict bidders to the specific brand, make, manufacturer or specification named. Any deviation from named brands shall be approved by owner.

### **1.6 QUALIFICATIONS FOR AWARD**

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

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

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

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

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

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

## **1.7 BIDDER REVIEW PROCEDURES**

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

### a. Request for Modification or Clarification

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

All requests for clarification and/ or modification should be submitted through email at

Regional Transit Authority will issue a written determination relative to each request made pursuant to this procedure. The written determination can be requested for all bidders to view through the Email.

### b. Protest Procedures

The following is an explanation of Regional Transit Authority 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 General Manager. 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 Regional Transit Authority at least five (5) calendar days prior to bid opening. A protest with regard to contract award shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the Regional Transit Authority 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 General Manager or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

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

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

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the Regional Transit Authority.

In the event of a timely protest under these regulations, Regional Transit Authority shall not proceed further with the solicitation or with the award of the contract unless the General Manager makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of Regional Transit Authority.

The Regional Transit Authority shall have the authority to review and determine any appeal by an aggrieved person from a determination by the General Manager or his designee.

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

On any appeal of the decision of the of Regional Transit Authority 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 Chief Transit Office or his designee shall not be final or conclusive.

A copy of the Regional Transit Authority decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening. The decision of the Regional Transit Authority - 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.

Regional Transit Authority reserves the right to designate any person(s) other than the Regional Transit Authority or the Regional Transit Authority to perform the duties provided for in this Paragraph.

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

## **1.8 BID PREPARATION**

Each offer shall be made via email at <https://norta.procureware.com/home>

## **1.9 BID POSTPONEMENT AND AMENDMENT**

Regional Transit Authority reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the time set for bid opening. Copies of such amendments shall be furnished to all prospective bidders.

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

Regional Transit Authority reserves the right to cancel this Invitation for Bids in whole or in part upon written determination by the General Manager that such cancellation is in the best interest of Regional Transit Authority.

## **1.11 PUBLIC BID OPENING**

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

## **1.12 BID REJECTION**

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

## **1.13 SINGLE BID RESPONSE**

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

**1.14 BID WITHDRAWAL**

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

**1.15 AWARD PROCEDURE**

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

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

All bidders are hereby encouraged to utilize the services of minority and women owned banks. Regional Transit Authority DBE Specialist is knowledgeable about such services. Any questions or concerns should be directed to the Chief Transit Officer.

**1.17 ADDENDA**

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

Addendum No.	_____	,dated	_____
Addendum No.	_____	,dated	_____
Addendum No.	_____	,dated	_____

IFB 2026-011

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

\_\_\_\_\_  
**Company Representative**

## **II. GENERAL PROVISIONS**

### **2.1 WRITTEN CHANGE ORDERS/AMENDMENTS**

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

### **2.2 CHANGE ORDER/AMENDMENT PROCEDURE**

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to Regional Transit Authority 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 Regional Transit Authority. 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

LABMAR has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, LABMAR 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 Regional Transit Authority, the Contractor shall supply all resources and details required to make the supplies complete and ready for utilization even though such details may not be specifically mentioned in the drawings and specifications.

### **2.4 PRIORITY**

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

### **2.5 COMMUNICATIONS**

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

Each entity that enters into a contract with Regional Transit Authority is required, prior to entering into such contract, to inform Regional Transit Authority 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 Regional Transit Authority 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 understand 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 Regional Transit Authority, 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 Regional Transit Authority and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of Regional Transit Authority 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 LABMAR'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 LABMAR.

## **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, Regional Transit Authority 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 Regional Transit Authority for the purpose of Workers' Compensation coverage.

### **2.13 INSURANCES**

The contractor shall, upon request by Regional Transit Authority, 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 Regional Transit Authority Ferry Service as

an additional insured. The Contractor shall furnish to Regional Transit Authority 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 Regional Transit Authority. If allowed to subcontract, no subcontractor may be replaced without the written approval of Regional Transit Authority.

### **2.15 ASSUMPTION OF RISK OF LOSS**

Prior to acceptance, Contractor shall bear the risk of loss of the supplies, except that upon delivery, as defined in this Invitation for Bids, Regional Transit Authority will bear the risk of loss due to the negligence of Regional Transit Authority.

### **2.16 SHIPPING**

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

### **2.17 DELIVERY**

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

### **2.18 CERTIFICATE OF CONFORMANCE**

The Contractor shall submit with each shipment a Certificate of Conformance signed by an authorized Contractor's Representative, stating that the materials furnished to Regional Transit Authority are in conformance with applicable requirements of the Contract, drawings and specifications, and that supporting documentation is on file and will be made available to Regional

Transit Authority or Federal Transit Representatives upon request. Certifications shall include name of Contractor for materials being supplied, quantity shipped, lot number, and Contract Number. An example of an acceptable statement of conformance is as follows:

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

## **2.19 ACCEPTANCE**

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

## **2.20 QUALITY INSPECTION**

All goods and services installed and supplied shall be good quality and free from any defects and shall at all times be subject to Regional Transit Authority inspection; but neither Regional Transit Authority inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in Regional Transit Authority 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 Regional Transit Authority shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.

## **2.21 CORRECTION BY CONTRACTOR**

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

## **2.22 MATERIALS/ACCESSORIES RESPONSIBILITY**

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

## **2.23 UNAVOIDABLE DELAYS**

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

mistakes of the Contractor, the Contractor's suppliers or their agents and was substantial and in fact caused the Contractor to miss completion dates and could not adequately have been guarded against by contractual or legal means.

## **2.24 NOTIFICATION OF DELAY**

The Contractor shall notify Regional Transit Authority as soon as the Contractor has, or should have, knowledge that an event has occurred or will occur which will delay progress or completion. Within five (5) days there from, the Contractor shall confirm such notice in writing furnishing as much detailed information as is available.

## **2.25 REQUESTS FOR EXTENSION**

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

## **2.26 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

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

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "TranspoLabMartion of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

## **2.27 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

### **(a) Federal Laws and Regulations**

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

### **(b) State or Territorial Law and Local Law**

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

## **2.28 CONTRACT PERIOD**

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

## **2.29 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be

subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

### **2.30 FEDERAL CHANGES**

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

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

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Regional Transit Authority requests which would cause to be in violation of the FTA terms and conditions”

[:https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance](https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance)

### **2.32 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

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

### **2.33 GEOGRAPHIC RESTRICTIONS**

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

## **2.34 PROMPT PAYMENT**

The prime contractor payment terms will be set forth in the contract agreement. Bills are to be paid within 30 days after receipt and acceptance of material and/or services - or - after receipt of a proper invoice whichever is later. 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 Regional Transit Authority. The prime contractor further agrees to return retainage payment to each subcontractor within five (5) days after the subcontractors work is satisfactorily completed and accepted by Regional Transit Authority, 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 Regional Transit Authority.

## **2.35 CONFIDENTIALITY**

Contractor agrees that any and all information, in oral or written form, whether obtained from Regional Transit Authority, 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 Regional Transit Authority, 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 Regional Transit Authority.

## **2.36 DISPUTES**

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Regional Transit Authority 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 Regional Transit Authority. 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 Regional Transit Authority shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by Regional Transit Authority, 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 Regional Transit Authority 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 Regional Transit Authority, (its agents or assigns) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **2.37 OWNERSHIP OF DOCUMENTS**

Any documents, drawings, specifications, reports or data generated by the Contractor in connection with this project shall become the sole property of Regional Transit Authority, 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 Regional Transit Authority.

### **2.38 STATE AND LOCAL LAW DISCLAIMER**

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

### **2.39 PARTICIPANT INFORMATION FORM**

Not applicable

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

Not applicable.

### **2.41 GENERAL PROVISIONS**

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

### **III. FEDERAL PROVISIONS AND REQUIREMENTS**

#### **3.1 ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- (1) LABMAR is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide Regional Transit Authority, 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 Regional Transit Authority 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 Regional Transit Authority 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 Regional Transit Authority in accordance with 49 C.F.R. 19.48, Contractor agrees to provide Regional Transit Authority, 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 Regional Transit Authority 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 Regional Transit Authority, 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 of 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 Regional Transit Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

### **3.2 BUY AMERICA**

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

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

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

### **3.4 CARGO PREFERENCE**

The Contractor Agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;
- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to Regional Transit Authority (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 Regional Transit Authority and understands and agrees that Regional Transit Authority 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 Regional Transit Authority and understands and agrees that Regional Transit Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**

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

  - (a) Stipulates that any facility to be utilized thereunder is not listed on the EPA "List of Violating Facilities" as of the date of acceptance;
  - (b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended ( 42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended ( 33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and

(c) Agrees to include the criteria and requirements of this clause in every subcontract hereunder in excess of \$100,000, and to take such action as the Contracting or Grant Officer may direct to enforce such criteria and requirements.

### **3.6 CIVIL RIGHTS ACT**

The following requirements apply to the underlying contract:

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

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

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

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

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

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

### **3.7 DISADVANTAGED BUSINESS ENTERPRISE (NO DBE GOAL ON THIS PROJECT)**

It is the policy of Regional Transit Authority 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.

### 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 (NONPROCUREMENT)**

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

#### 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, Regional Transit Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Regional Transit Authority 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 Regional Transit Authority.
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, Regional Transit Authority may pursue available remedies including suspension and/or Debarment.

### **3.12 RESTRICTIONS ON LOBBYING**

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

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

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

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

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. §

18.34 and 49 C.F.R. § 19.36, the Federal Government

reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government,

nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

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

### **3.16 RECYCLED PRODUCTS**

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

### **3.17 SUBSTANCE ABUSE REQUIREMENTS**

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance: a. Drug-Free Workplace. U.S. OMB guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C.

§§ 702 et seq., including any amendments to these U.S. DOT regulations when they are promulgated. b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

### **3.18 TERMINATION**

a. Termination for Convenience (General Provision). Regional Transit Authority may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Regional Transit Authority 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 Regional Transit Authority to be paid the Contractor. If the Contractor has any property in its possession belonging to Regional Transit Authority, the Contractor will account for the same, and dispose of it in the manner Regional Transit Authority 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, Regional Transit Authority 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 Regional Transit Authority 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, Regional Transit Authority, 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) Regional Transit Authority 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 Regional Transit Authority 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 Regional Transit Authority setting forth the nature of said breach or default, Regional Transit Authority 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 Regional Transit Authority 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 Regional Transit Authority elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Regional Transit Authority shall not limit Regional Transit Authority remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**ATTACHMENT I**

**SCOPE OF WORK**

**SHIP'S PARTICULARS**

SHIP'S NAME:	RTA 2 Dry Dock
TYPE OF VESSEL:	FERRY / PASSENGER VESSEL
YEAR OF BUILD: YARD BUILT AT:	2018/ Franklin, Louisiana (Metal Shark)
FLAG STATE: CLASSIFICATION SOCIETY: NOTATION:	UNITED STATES USCG SUBCHAPTER T – PASSENGER VESSEL
PORT OF REGISTRY: OFFICIAL NUMBER:	UNITED STATES 1286684
GROSS TONNAGE: NET TONNAGE:	95 GRT 65 NRT
LENGTH OVERALL: MOULDED BREADTH: EXTEREME BREADTH MOULDED DEPTH:	104.7 ft 25.2 ft 25. ft 8.9 ft
CALL SIGN:	WDK3088
SEWAGE TANK:	125 Gallons
FRESH WATER TANK	125 GALS
<b>MAIN PROPULSION PLANT</b>	
MAKE AND TYPE:	CAT C18
NUMBER:	2 MAIN ENGINES
NUMBER OF CYLINDERS:	
POWER:	1630 HP each
FUEL BEING BURNT:	DIESEL
<b>MAIN GENERATING PLANT</b>	
PRIMARY GENERATORS OUTPUT: Kw, V, Hz	John Deere 4045TFM85 65 Kwe Continuous

EMERGENCY GENERATOR OUTPUT: Kw, V, Hz	
<b>PROPULSION EQUIPMENT</b>	
PROPELLERS BLADES	2 NUMBER FPP 5 BLADES
TAILSHAFT	2 NUMBER
STEERING GEAR	2 STEERING
RUDDERS	2 FLANKING
BOW THRUSTER TYPE	HP Z-DRIVE
<b>DECK EQUIPMENT</b>	
ANCHOR ANCHOR CABLE	1 number 1,080ft of galvanized wire
<b>ANCILLARY EQUIPMENT</b>	
ELECTRONICS	
RADAR(S)	2 number
RADIO(S)	VHF 2 No

## **DRY DOCK & REPAIR SPECIFICATIONS**

### Definitions and Interpretation

- a) In this Dry Dock & Repair Specifications, save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them.
- b) "Additional Work" means all work in addition to, or modification of the Specification agreed between the Parties.
- c) "Contractor's Representative" means the person(s) appointed by the Contractor to manage the Work and any Additional Work, or any substitute(s) nominated in writing from time to time.
- d) "Contractor" means the entity contracted by RTA.
- e) "Operator" means Regional Transit Authority Ferry Services, LLC.
- f) "Parties" means RTA and the other party(ies) to the agreement for the performance of the Dry Dock & Repair Specifications.
- g) "Registered Owner" means the Louisiana Department of Transportation and Development.
- h) "RTA" means the New Orleans Regional Transit Authority, as bareboat charterer of the vessel.
- i) "RTA's Representative" means the person(s) appointed to represent the RTA's interests in overseeing that the contracted repairs are performed in accordance with the executed

agreement. An RTA Representative can include but may not be limited to: RTA employee(s) and/or representative(s) of Operator.

- j) "Subcontractor" means any firm other than the Contractor engaged to perform any service to the Vessel whether or not hired by the Contractor or by the RTA.
- k) "Tariff" means agreed (Between the Parties) rate for labor, etc.
- l) "Third Party" means those persons or organizations that are neither the Registered Owner, RTA, the Operator nor the Contractor.
- m) "Vessel" means the Vessel named in the Ship's Particulars.
- n) "Work" means the work specified in the agreement between the Parties (and any corresponding amendment to it), and any subsequent agreed additional work.
- o) "Yard", "Repair Facility" and "Shipyard" mean the Contractor's repair facility where the work is to be carried out.

### Performance of Work

- a) The Contractor is expected to carry out the Work and any Additional Work put in hand during the repair to the satisfaction of the RTA Representative, and the agreement. The Work and any Additional Work shall also comply with all rules, regulations and requirements of other regulatory bodies which apply, whether or not specifically referred to in the Specification and Work in order that the Vessel will retain and/or obtain all approvals, certificates and/or licenses required thereby.
- b) All workmanship and materials used in performing the Work and any Additional Work is expected to be the best quality throughout and conform to those now in the Vessel, except where otherwise stated and shall also meet the requirements of the Specification and applicable rules. Any dispute that may arise during the progress of the repairs as to the meaning of the Specification and Work to be done, or to the materials and level of workmanship shall be with the decision of the RTA Representative.
- c) Should the Contractor discover any workmanship, material or performance which is not in conformity with the agreement or the Specification and Work (in which event, the Contractor is expected to promptly notify the Operator of such discovery), the Contractor shall promptly take effective measures to correct such conditions
- d) All new work (piping, steel plates and shapes, brackets, etc.) alterations, repairs, modifications, etc. on deck or other areas are expected to be coated (or being coated during this dry-docking), are suitably prepared and, after approval by the RTA Representative, coated with the same type coatings as have been or are being applied to the balance of these areas. All adjacent coated areas disturbed during the foregoing work are also expected similarly prepared and coated. The Contractor is also expected to ensure that the Vessel is maintained in a reasonable state of cleanliness throughout the repair period in order not to affect adversely the quality of paint work.
- e) All materials are expected to be free from imperfections of manufacture and from defects which adversely affect appearance or serviceability. All sharp edges or projections which constitute a personnel hazard are expected to be removed. All surfaces shall be fair, without buckles, kinks, or other surface irregularities in excess of the tolerances given in "Rules for

Building and Classing Aluminum Vessels 1975”, or ISO 12215 “Part 3: Materials: Steel, aluminum alloys, wood, other materials>”

- f) All material, machinery and equipment are expected to be suitable for the marine service intended, and spare parts and service shall be readily obtainable. All materials, machinery, equipment, and components are expected to be new and unused. All materials are expected to be of good commercial marine grade, and in full compliance with these specifications and the requirements of the cognizant authoritative agencies.
- g) All fittings, equipment, and hardware mounted on the vessel exterior are expected to be threaded fasteners and use fasteners made of corrosion resistant material. Bolts with fasteners are expected attach the equipment through the foundation. Where through bolting is not used, the bolt is expected to attach to a threaded weld pad. In no case will bolts penetrate weather tight or watertight structure. In no case will threaded fasteners be screwed into the vessel's structure.
- h) When galvanized bolts are called for, galvanizing shall be per ASTM A153. No spray galvanizing will be permitted. Steel shapes and plates shall conform to ASTM A36. Galvanizing shall conform to ASTM A123. Steel pipe shall conform to ASTM A53.
- i) All new steel metalwork, other than contact surfaces, areas of weldment, or galvanized metalwork, are expected to be blast cleaned and primed as indicated in the shop. All areas of metalwork not painted in the shop or marred are expected to be blasted and primed prior to final field painting. All galvanized metalwork is expected to be cleaned and coated using zinc galvanized hot stick where welded or marred.
- j) The Contractor is expected to provide for good communications between the RTA Representative and Contractor's Representatives. A daily meeting is expected to be held with the RTA Representatives and Contractor's Representatives to plan the details of the Work, clarify problem areas in the specification, agree work programmed.

Furthermore, the meeting is expected to:

- Assess progress against agreed program and any issues thereof, discuss change orders.
- Review upcoming work schedule
- Consider impending impact issues such as those pertaining to Risk, Safety, Quality, Weather, Security, Technical and/or Commercial.

- The Contractor is expected to provide for a written weekly summary of progress to RTA Representative.

- The Contractor is expected to provide for a summary of cost incurred to date to the RTA Representative no less than every two weeks.

As soon as practicable after award of contract, collaborate with the RTA Representative in preparation of an overall production schedule, based on best information then available on

delivery of critical items and other relevant details. Review the production schedule at bi-weekly intervals and issue progress reports to the RTA Representative.

### Approval and Certification

- a) The Contractor is expected to be responsible for obtaining and maintaining all necessary approvals and certificates of whatsoever nature relating to the Work as required by the **Contractor's Regulatory Bodies**, whether or not specifically stated in the Specification. The RTA Representative will provide any reasonable assistance that may be required in this respect.
- b) All fees and charges incidental with respect to compliance with the above referred regulations and code requirements shall be for the account of the RTA and the Contractor is expected to include it on its economic proposal. Additional work as requested shall be issued as a change order to the contract.

### Economic Proposal

- a) The Contractor shall furnish individual costs for all work items contained in the Specification. All costs are to include the removing and refitting of parts obstructing access, cleaning, disconnecting, de-rusting, reconnecting, and testing components, material, machinery and outfitting, temporary lighting, ventilation, staging, inspection, certification, erection and assembling aids. Where a fixed price has not been quoted and agreed for any item in the Specification or Additional Work, the price shall be by reference to an agreed tariff, or in its absence, reasonable current rates applying in the location of the Repair Facility.
- b) Where the Specification requires the opening of machinery, piping, fittings, etc. the costs quoted will include the renewal of all disturbed gaskets, packing and the repair or renewal of insulation damaged in carrying out the work. Wherever the term "overhaul" is used in the Specification, and no other specific requirements are mentioned, the Contractor shall allow for removal to workshop, dismantling, cleaning, de-rusting, inspection, reassembling in good working order using new or RTA supplied parts as necessary, reinstalling on board and testing. All to considerations to RTA Representative's satisfaction.
- c) The Work and any Additional Work shall be performed within normal time. No overtime shall be worked on RTA's account unless the RTA has approved the items to be worked on, the maximum number of overtime hours, the department(s) authorized to perform the overtime and the resultant costs incorporated as an amendment to the agreement.
- d) The Contractor is expected to be responsible for initial payment of all costs and expenses of wharf age, dockage including, if relevant, costs of undocking and re-docking, shifting, and mooring, dry and wet dock charges, waste, garbage, sewage and scrap disposal and supply of fresh/ballast water and shore power, unless stated otherwise in the Specification or mutually agreed upon in the agreement. Thereafter such charges to be invoiced to the RTA.
- e) Where the Specification refers to a number of units to be repaired and upon investigation it is determined that more or less units require similar repairs, the price quoted will be adjusted pro rata to reflect the increase or decrease of work.

- f) The Contractor is expected to use all reasonable endeavors to perform Additional Work as requested by the RTA within the Completion Date given in the amendment to the agreement. No extra compensation or added time for any additions, repairs or alterations will be allowed without execution of such amendment.
- g) When technical problems or major change orders occur during the repairs, the RTA Representative will be entitled to immediately initiate a meeting with the Contractor's Representative and Shipboard Management Team to clear the problems and evaluate possible consequences. Change orders/additional work from the original Specification will be likely to occur, and it is imperative for project control that the RTA Representative receives quotes for all altered / additional items from the Yard or sub-contractor within 24 hours after order.

## Repair Schedule

- a) The total time is expected by the Contractor, in number of consecutive running days to complete the repairs itemized in the Specification is as stated in the economic proposal and to include working days, holidays, planned stoppages, restrictions applicable to weekend or overtime working, and based on the Repair Facility's regular and overtime shift timings as stated in the economic proposal. If the Vessel is to be dry-docked during the repair period, the number of days the Vessel is to be held in the dry-dock to carry out the work outlined in the Specification is to be as specified in the economic proposal.
- b) The repair period commences with dry-dock entry unless stipulated otherwise by the RTA Representative or mutually agreed between the Contractor and the RTA Representative. When dry-docking is for regular periodic maintenance, the Contractor is expected to allow sufficient time in dry-dock to properly apply paint or carry out other work as called for in the Specification. Additional time in dock for work not mentioned in the Specification is to be mutually agreed upon between the Contractor and the RTA Representative. Should the Contractor request an interruption of dry-docking, any cost involved relative to un-docking, shifting, mooring, re-docking, interruption of repairs, etc, either direct or indirect, are to be borne by the Contractor. If it is proposed to dry-dock the vessel together with another ship at the same time, then this must be notified in the economic proposal.
- c) The Contractor is expected to represent and warrants that it has no commitments which will prevent it from putting the Vessel into dry-dock on the agreed date and completing the Work within the given time frame, and further is expected that it will not undertake any such commitments. The Contractor is expected to undertake that it will give the highest priority to the Work and any Additional Work and shall not assign a higher priority to any other work, which may interfere with its diligent prosecution of Work and any Additional Work. Should the Contractor become aware of any pending go-slow, strike or other industrial action, it is expected that this must be immediately brought to the RTA Representative's attention in good time. If the Contractor falls behind the progress indicated by the schedules described above, for reasons for which the Contractor is responsible, the Contractor is expected to present to the RTA Representative a recovery plan and shall take all steps required (for instance, working overtime or on double shifts), at its sole cost, to accelerate the work to ensure that the Contractual Delivery Date is met.
- d) In the event that any of the materials required by the Specification cannot be procured in time or are in short supply to maintain the Date of Completion, the Contractor is expected to give prior written agreement of the RTA Representative, supply other materials capable of meeting

the requirements of the rules, regulations and requirements with which the Work and any Additional Work must comply.

### Quality of Equipment, Parts and Technicians

- a) A list of approved subcontractors is attached to this document, and it is recommended, but not required, to give priority to these vendors due to their prior knowledge of this Vessel. Selected vendors on this list are integral vendors and deviation is not permitted.
- b) All Contractors and sub-contractors shall be authorized representatives by the original manufacturer and/or shall be approved by the Operator as possessing sufficient technical knowledge and skill in performing such repairs. All repairs will be conducted using original equipment manufacturer (OEM) parts and/or as approved by the RTA Representative.
- c) In selecting any subcontractor, the Contractor is expected to bear in mind that no subcontractor will be accepted for main engine works apart from the original engine manufacturer or their licensee. All work performed on the main engines shall not preclude the RTA and/or the Operator from obtaining a Customer Service Agreement as issued by Louisiana Machinery.

### Operator's Right to Subcontract and Use of Ship's Staff

- a) Operator may engage subcontractors to perform Operator's own work, furnish services and/or materials. The Contractor is expected to permit Operator's subcontractors free access to the Shipyard and the Vessel and will give them such assistance as may be required by the Operator's Representative. Any services supplied to subcontractors, including by way of illustration, crantage, use of welding sets etc, shall be at the Yard's tendered tariff rates. The Contractor is being made aware that the Operator shall the right for Vessel's staff to perform overhauls, repairs onboard the Vessel while the Vessel is in the Shipyard, provided such work does not interfere with or delays the progress or completion of the Work, and complies with Yard safety regulations.

### Supervision & RTA's Work

- a) The Contractor is expected, at its own expense, provide the RTA Representative with reasonable accommodation and office facilities (including telephone and internet-connection facilities), provided the RTA shall bear the costs of all communications by the RTA representative. The Contractor is expected to grant the RTA Representative reasonable access to the Vessel, the Contractor's Workshops and any other premises or site where the Work is being carried out, during normal working hours and whenever Work is being carried out outside such hours.
- b) The Shipyard is expected to give the RTA Representative twenty-four (24) hours' notice in writing in advance of the date, time and nature of all tests, inspections and trials of the Vessel or its machinery.

### Gas Free Certification

- a) The Contractor is expected to ascertain by actual tests made by a qualified chemist that spaces where repairs and/or hot work will be performed are gas free for man-entry and fit for hot work (as applicable), along with adjacent spaces where required as a safety precaution in line with best industry practice. The Contractor is to clean, gas free, and to obtain gas free

certificates for the respective spaces in which, and adjacent to where, hot work will be performed.

### Lighting, Access & Stability

- a) The Contractor is expected to be responsible at his own expense for the provision of sufficient lighting and safe access for work on deck, tanks, cargo spaces, machinery spaces and wherever required for the entire duration of repairs.
- b) Sufficient lighting to be provided by the Contractor in and around the Vessel to facilitate personnel movement, access, emergency escapes and fire watch. The Vessel is expected to be maintained, whilst in Contractor's hands in a safe condition regarding fire and accident risk. Safe stability and adequate shoring of the Vessel is the responsibility of the Contractor

### Hull Integrity

- a) When the Work requires the opening of machinery, piping, heat exchangers, fittings etc which are directly or indirectly connected to a source of possible leakage into the Vessel, such as sea chests, over board discharge valves, crossovers, connections to the shell of Vessel, tanks or pipe lines containing liquid of any other source of leakage it shall be the responsibility of the Contractor to fit blanks as necessary to eliminate the possibility of leakage into any space or equipment of the Vessel and/or to remove the liquids ashore at his own expense. Upon completion of any such repairs, all blanks fitted shall be removed and after reassembly, these items shall be proven tight. These precautions shall be taken as necessary to prevent any damage to the Vessel whether it is afloat or in dry-dock.

### Calibration Reports, Drawings etc...

- a) The Contractor is expected to maintain complete records of the Work and any Additional Work and shall make them available to the RTA Representative at all reasonable times during the repairs and for a period of 1 (one) year thereafter, keeping the confidentiality of records for the RTA.
- b) After completion of the Work and prior to departure of Vessel from the Repair Facility, the Contractor is expected to supply to the Operator's representative, for comment and approval, Work Done Reports and Record of Inspections in duplicate giving all measurements taken and drawings of any modifications performed.
- c) All drawings, calibration and measurement reports remain the property of the RTA.

### Intellectual Property

- a) The RTA is to retain all rights to the Specification and underlying drawings / records prepared from the Specification. The Contractor is expected to keep the Specification and working plans confidential at all times and acknowledges that it shall not be entitled to use, sell, manufacture or reproduce all or any part thereof without the RTA's written consent.

## GENERAL YARD AND DOCKING SERVICES

U.S. Coast Guard Inspectors are to be given every assistance in carrying out inspections and surveys, at no cost to RTA.

On completion of the specified work, all areas where such work has been carried out, the Contractor is expected to thoroughly clean and left the area in a tidy condition.

As part of Contractor's economic proposal, please quote prices or rates as applicable for the following services but advice if shipyard considers other services may be called for.

## UTILITIES

### Shore power

- a) To supply for the period of the docking *is 208 VOLTS AT 60HZ 3 HP*. On a 24-hour basis.
- b) Quote cost of connection / disconnection
- c) Quote for unit price per KWH, with a daily check of meter for consumption.

### Fresh potable water

- a) Supply to be available and connected to ship's system at a suitable point and pressure maintained at all times.
- b) Quote for domestic use per ton or gallon, (continued use)
- c) Connection and Disconnection per time.
- d) Quote cost per ton of Fresh Water. For flushing tanks etc.

### Fire protection for Vessel

- a) Fire main to be connected to shore point and pressurized for the period of the dry docking.
- b) Any peculiarity in respect to pressuring fire line to be identified to Operator s representative.
- c) Quote for Price per day per line in service
- d) Quote for fire watchman per man per hour or per man day as deemed applicable.
- e) Quote for connection and disconnection per time

### Garbage

- a) A waste dumpster to be provided onboard or ashore during the repair period to receive garbage etc. and to be regularly emptied as required, preventing unpleasant odors or overflowing.
- b) Quote cost per dumpster.

## Gangway

- a) Provision and removal of gangway from shore or dry dock to vessel. Quote for each shifting/removal and reinstatement.

## General Provision

Please quote for:

- a) Fitting of Kraft paper on alleyways in accommodation to protect from dirty shoes,
- a) Initial gas free inspection of vessel and assistance of chemist including issue of gas free certificate for hot work. Also quote per additional inspection.
- b) Use of contractor's crane for ship's use. Quote per hour for normal day time use.
- c) Arranging and removal of temporary ventilation fans per day per set.
- d) Cost for 4 hours sea trials, considering two engine fitters in attendance.

NOTE: Temporary lighting of work areas is to be for yard account.

## Dry-docking Considerations

- a) The vessel is to be safely docked in a suitable dry dock on blocks of adequate height with soft wood caps. The ballast and trim are to be at repairer's requirements, and these should be specified in your tender.
- b) Keel blocks to be spaced in accordance with docking plan. (Appendix 1)
- c) Vessel is to remain on blocks sufficient length of time to permit all paint to dry.
- d) Please quote for docking/undocking
- e) Removal of keel blocks per piece
- f) Quote for each additional day in dry dock.
- g) Please quote the all-inclusive prices for pilots, tugs, riggers.
- h) Indicate days required in dry dock for the work specification.
- i) Indicate days required on wet berth for the work specification and cost if any applicable.

## General Rates

- a) Unit prices for following items are to include clearing for access, erecting staging, finish painting, as required, the intention being to put back in substantially same condition as original.
- b) Steel work Renewal – quote 'all-in' prices for grade a shipbuilding steel with certificates, per ton, inclusive also of x-rays. Owner and Operators must sight and get copies of all plate certificates prior to cutting for the vessel. All steel work to be performed to satisfaction of USCG Inspector.
- c) Quote for gouging and re-welding any corroded Hull welding seams per running foot to class required standards, inclusive of any preparation, x-rays, staging and lighting.
- d) Cleaning and pressure washing of freshwater tanks.

- e) Cleaning & gas freeing cost for per cubic ft or per ton capacity, including ventilation and lighting. Inclusive of access manholes opening/closing with new joints, gas free certification, ventilation and lighting of the following:
  - 1. fuel tanks
  - 2. ballast tanks
  - 3. freshwater tanks
- f) Removal and disposal of scale/slops/ballast/sludge/mud per ton.
- g) Clean & make dry for survey, tank top, bilge wells & oil gutters in engine room. Quote as a lump sum.
- h) Renewal of pipe work of Nominal Bore ¾" to 2' per running ft including removals/refitting/flanges/supports/fastening clips and testing (Sch. 40 or 80). Please quote per size for the following:
  - 1. Prices for steel pipes
  - 2. Prices for pipes located in engine room, pump room, tanks.
- i) For insulations renewal, the materials to be considered are mineral wool with a steel or polished aluminum cover as applicable. Please quote prices for the following:
  - 1. pipes
  - 2. flat surfaces
  - 3. curved surfaces
- j) Please quote for the renewal of flanges from 1" to 36 inches diameter and for NP6, NP16 and NP25 black and galvanized. Prices to be per flange complete with fittings in place.
- k) Please quote prices for opening valves, clean and check for survey in place, grind in and close as original, using new gaskets, packing and studs/nuts as necessary of the following:
  - 1. Types – SDNR, globe valves, gate valves and flap valves
  - 2. Sizes – ¾" to 2' Diameter range
- l) Please also quote for the complete overhaul of above valves including removal to workshop and reinstallation. Allow for machining faces. Quote for types and sizes as above.
- m) Quote for renewal of valves including supply for types and sizes as above.
- n) Opening/closing of manholes per piece, including new gaskets.
- o) Renewal of gaskets for entrance hatches and for watertight doors with materials of contractor's supply.
- p) Please quote for Ultrasonic Thickness gauging per point, to include access and staging where required. Typical areas to include the following areas:
  - 1. Topside Tank Internals,
  - 2. Wind & Weather Strakes,
  - 3. Complete Flat Bottom,
  - 4. Main Deck,
  - 5. An area around the forepeak

- 6. Three bands around the vessel, dividing the length into quarters.
- r) Cleaning, labor (per man-hour)
- s) Hydrostatic testing of double bottom ballast tanks (per tank)
- t) Air pressure testing of double bottom ballast tanks (per tank).
- u) WORK SPECIFICATION

Further to the general requirements outlined above, the following details the specific work required at this time.

**Reference Drawings:**

To be found in the given appendix.

Document	Appendix
Docking plan	<b>1</b>
General Arrangement	<b>2</b>
Shafting and Rudder Arrangement	<b>3</b>

**Numbering of work item:**

- a) The tender should incorporate the same numbering system as found below for specific items.

### Worklist (Dry docking)

See attached document.

PRE-  
LIST

<b>Equipment</b>	<b>Vendor</b>	<b>Substitute allowed upon approval</b>
Main Engines Generators	Allemand Industries Force Power	Yes
Reduction Gear	Sewart Supply Gear Services	Yes
Thrusters	Gear Services Schottel Inc	Yes
CO2 System	Coastal States Hebert Hiller	Yes
Electrical	Coastwide Electric X-Treme tech Bluewater Electric	Yes
Hydraulics	Hydro Force BNA	Yes
Automation	EMI Bier Radio	Yes
Pumps	Power Specialties	Yes
HVAC	Juneau Refrigeration	Yes
Navigation Electronics	Star Tech Beier Radio	Yes

APPROVED  
VENDOR

## ATTACHMENT II

### PAINT SPECIFICATIONS

#### COATING SPECIFICATION FOR DOTD Ferry RTA 2 Dry Dock

##### **I. Keel to Waterline: [2,600 ft<sup>2</sup>]**

###### A. Surface Preparation:

1. High-Pressure Fresh Water Wash with a minimum of 3500 psi to ensure the surface shall be free from spent Antifouling, salts, dirt, and foreign matter. Note Scrape any barnacles, marine growth before pressure washing.
2. Abrasive blast to SSPC-SP6-85 Commercial Blast entire area.
3. Blow down with high-pressure air to remove any spent abrasive and other contaminants, being sure the surface is completely dry prior to application of coatings.

###### B. Coating System:

1. Apply one (1) full coat of Intergard 264 FPL274/FPA327 Epoxy Red at 7.5 mils wet to yield 6.0 mils dry. At 73° F allow a minimum of 10 hours and a maximum of 8 weeks before overcoating.
2. Apply one (1) full coat of Intergard 264 FPJ034/FPA327 Epoxy Lt Gray at 7.5 mils wet to yield 6.0 mils dry. At 73° F allow a minimum of 2 1/2 hours and maximum of not beyond a tacky state before overcoating.
3. Apply one (1) full coat of Interspeed 5640 BZA645 Antifouling Red at 8.6 mils wet to yield 5.0 mils dry. At 73° F allow minimum of 6 hours and a maximum ext days before overcoating.
4. Apply one (1) full coat of Interspeed 5640 BZA646 Antifouling Black at 8.6 mils wet to yield 5.0 mils dry. At 73° F allow minimum of 6 hours and a maximum ext days before overcoating. Also allow minimum of 24 hours before flooding.

##### **II. Hull Above Waterline: [2,200 ft<sup>2</sup>]**

###### A. Surface Preparation:

1. High-Pressure Fresh Water Wash with a minimum of 3500 psi to ensure the surface shall be free salts, dirt, and foreign matter.
2. Abrasive blast to SSPC-SP6-85 Commercial Metal Blast entire area.
3. Blow down with high-pressure air to remove any spent abrasive and other contaminants, being sure the surface is completely dry prior to application of coatings.

###### B. Coating System:

1. Apply one (1) full coat of Intergard 264 FPL274/FPA327 Epoxy Red at 7.5 mils wet to yield 6.0 mils dry. At 73° F allow a minimum of minimum of 10 hours and a maximum of 8 weeks before overcoating.
2. Apply one (1) full coat of Intergard 264 FPJ034/FPA327 Epoxy Lt Gray at 7.5 mils wet to yield 6.0 mils dry. At 73° F allow minimum of 10 hours and a maximum 3 days before overcoating.

##### **III. External Decks: [2,700 ft<sup>2</sup>]**

###### A. Surface Preparation:

1. High-Pressure Fresh Water Wash with a minimum of 3500 psi utilizing International cleaner

GMA571 to ensure the surface shall be free from salts, dirt, and foreign matter.

2. Blow down with high-pressure air to remove other contaminants, being sure the surface is completely dry prior to application of coatings.

A. Coating System:

1. Apply one (1) full coat of Intergard 264 FPJ034/FPA327 Epoxy Lt Gray at 6.3 mils wet to yield 5.0 mils dry. At 73 ° F allow a minimum of 6 hours and a maximum of 3 days before overcoating. Note: Broadcast Interzone 1000 7754D Non-skid into wet

2. Apply one (1) full coat of Interthane 990 PHE98D/PHA046 Urethane Labmar Ferry Purple at 5.3 mils wet to yield 3.0 mils dry. At 73 ° F allow a minimum of 6 hours and maximum of 3 days before overcoating.

#### **IV. Super Structure: [2,500 ft<sup>2</sup>]**

A. Surface Preparation:

1. Mechanically clean any damaged areas to SSPC-SP3 and Palm sand remainder of super structure to rough up existing Urethane finish topcoat.

2. Blow down with high-pressure air to remove any spent abrasive and other contaminants, being sure the surface is completely dry prior to application of coatings.

B. Coating System:

1. Apply one (1) spot coat of Intergard 264 FPJ034/FPA327 Epoxy Lt Gray at 7.5 mils wet to yield 6.0 mils dry. At 73 ° F allow minimum of 8 hours and a maximum of 3 days before overcoating.

2. Apply one (1) full coat of Interthane 990 PHZ028/PHA046 Polyurethane Finish Signal White at 5.3 mils wet to yield 3.0 mils dry. At 73 ° F allow minimum of 6 hours and a maximum of 3 days before overcoating.

#### **V. GENERAL NOTES**

➤ No hot work should be performed on the vessel during painting application and initial venting of solvents from tanks. Being sure tested ok from a competent person checking the LEL for entry.

➤ The ventilation system should be so arranged that “dead spaces” do not exist.

➤ Ventilation must be maintained during application and continue while the solvent is released from the paint film during curing.

➤ All equipment should be explosion proof and in good working condition.

➤ Allow tanks to be force air ventilated during and after completion of coatings for a minimum of a period of 48 hours and tanks to air vent for a minimum of 3 to 5 days for curing of coatings.

➤ No coatings shall be applied when the substrate temperature is within 5 degrees F of the dew point and/or the relative humidity exceeds 85%.

➤ Properly combine and mix all two (2) component materials (mechanically) prior to any application.

➤ Recommended wet/dry film thicknesses are based on material utilization without solvent or thinner.

➤ Apply all coatings in strict accordance with manufacturer's recommendations.

➤ Over coating times are based on the ambient temperature of 77 degrees F with a relative humidity of 55%.

➤ ALL DAMAGED AREAS, Burn spots, Repairs, & SAFETY RAILING SUPPORTS REMOVAL, prior to delivers, MUST be prepped by **SSPC-SP3 Mechanical Cleaning and FULL coating system** applied.

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

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

**BID FOR: RTA 2 Dry Dock**  
**IFB No. 2026-011**  
\_\_\_\_\_  
*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Regional Transit Authority and dated: March 20, 2026.  
*(Owner to provide name of entity preparing bidding documents.)*

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

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

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

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

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

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

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

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

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

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

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

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER OR TAX IDENTIFICATION NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

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

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

**LOUISIANA UNIFORM PUBLIC WORK BID FORM  
UNIT PRICE FORM**

**TO:** Regional Transit Authority  
2817 Canal St.  
New Orleans, LA 70119

**BID FOR: IFB #2026-011**  
RTA 2 Dry Dock

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
Total Cost of RTA 2 Dry Dock	1	each		