PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY
INVITATION FOR BID (IFB) # 2026-039
TREE CUTTING STREETCAR LINE

Project Description: The Regional Transit Authority of New Orleans is seeking qualified vendors to provide tree trimming and vegetation removal services to maintain clearance around power lines and catenary infrastructure per specifications in IFB 2026-039.

How to obtain a copy of the IFB: Specifications and further information concerning the IFB may be obtained October 15, 2026, from the RTA's Procureware website at https://norta.procureware.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 https://www.norta.com/procurements.

Clarification Deadline: Any questions or further information concerning this IFB must be submitted through https://norta.procureware.com/home by 2:00PM on November 10, 2026. Only written questions submitted through the Procureware site shall be considered official. All answers to questions shall be by formal addenda posted to the website under IFB 2026-039.

Responding to IFB: Bids shall be submitted through the RTA's Procureware website or delivered to 2817 Canal Street, New Orleans, LA 70119 on or before 2:00 P.M., November 17, 2026. A Bid Opening will be held in the RTA Board Room located at 2817 Canal Street, New Orleans, LA 70119, on Tuesday, November 17, 2026, at 2:00 PM.

This procurement is limited to small businesses only. Offers/responses will only be accepted from eligible Small Business Enterprises in compliance with the RTA's Small Business Enterprise (SBE) Program and the US Code of Federal Regulations Title 49 Part 26.39. To be an eligible Small Business Enterprise, a business must have at least 51% ownership by an economically disadvantaged person. To be considered economically disadvantaged, the individual's Personal Net Worth, not including their primary place of residence or ownership in the business, cannot exceed $2.047 million in compliance with the 49 CFR Part 26.67. Additionally, the business must meet the annual gross receipts cap of $30.72 million as defined in 49 CFR Part 26 and must meet the size criteria defined by the Small Business Administration. SBE size standards can be accessed at http://www.sba.gov/content/table-small-business-size-standards.

The Small Business Enterprise Program is race-neutral and open to all business owners regardless of race, ethnicity or gender. Businesses that are not SBE certified must submit a complete SBE Certification application along with all supporting documentation. The SBE Certification Application can be obtained at the RTA website at www.NORTA.com. SBE applications must be submitted before or with the offer/response to this solicitation. 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

Ronald G. Baptiste, Jr.
Interim Chief Executive Officer
Regional Transit Authority

INVITATION FOR BIDS

FROM
REGIONAL TRANSIT AUTHORITY

SUBJECT: TREE CUTTING STREETCAR LINE & VEGETATION CLEARANCE

DATE: OCTOBER 15, 2026

IFB NO.: 2026-039

BID OPENING: TUESDAY, NOVEMBER 17, 2026, 2:00 P.M.

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

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

Exhibits included in this IFB are:

- Exhibit A – Bidder Submission Checklist
- Exhibit B – Scope of Work & Technical Specifications
- Exhibit C – Instructions to Bidders
- Exhibit D – General Provisions
- Exhibit E – Insurance

EXHIBIT A - BIDDER SUBMISSION CHECKLIST

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

1. Unit Price Form (Attachment I)
2. Non-Collusion Affidavit

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA's official web site at: https://www.norta.com/get-to-know-us/doing-business-with-us/procurements-contracts

Click on "Vendor Form Library"

EXHIBIT B - SCOPE OF WORK & TECHNICAL SPECIFICATIONS

IFB 2026-039 TREE CUTTING STREETCAR LINE

The Contractor shall perform tree trimming, vegetation removal, and line-of-sight clearing services for the Regional Transit Authority (RTA) along the designated streetcar routes. All work must be performed in accordance with applicable safety standards, arborist best practices, and any requirements established by the City of New Orleans Parks and Parkways Department.

MANDATORY SITE VISIT

The Regional Transit Authority of New Orleans (RTA) will conduct a **mandatory site visit** on Wednesday, November 4**, 2026, at 10:00 a.m. CST**.

Only bids submitted by firms that attend the mandatory site visit will be deemed eligible for consideration for award.

Participants shall convene at 2817 Canal Street, New Orleans, LA 70119, before departing with the Project Manager via shuttle to multiple project locations.

Tree Trimming Requirements

The Contractor shall:

- Provide a 4–5-foot clearance by cutting back all tree branches hanging over powerlines and branches growing into or through RTA catenary (overhead contact) lines.
- Trim, remove, or cut back all vegetation and brush that obstructs visibility along the designated streetcar line.

Project Location – St. Charles Streetcar Line

Tree trimming and vegetation clearance shall be performed along the St. Charles Line, specifically:

- UPT Station to Rampart Street & Elysian Fields Avenue (outbound & inbound)
    - Trim all trees to provide a 4–5-foot clearance from catenary/power lines.
- Upperline Street to Valence Street (Substation)
    - Trim all trees to maintain a 4–5-foot clearance from catenary/power lines.

All transmission lines and overhead wires along this alignment shall be cleared of tree branches and vegetation.

Contractor Responsibilities

The awarded Contractor shall:

- Furnish all labor, materials, tools, supplies, equipment, transportation, and services necessary to complete all required trimming and clearing.
- Ensure proper traffic control, safety procedures, and protection of RTA infrastructure during all operations.
- Obtain and maintain all required permits from the City of New Orleans Parks and Parkways before performing any work.
- Properly remove and dispose of all trimmed vegetation and debris from the work area.

Additional Information

- Small Business Enterprise (SBE) certification through the Louisiana Economic Development (LED) Hudson Initiative satisfies the requirements for this IFB.
- Disadvantaged Business Enterprise (DBE) certification is not specifically required for this IFB.
- RTA is unable to provide an estimate. Bids shall be based on the vendor's evaluation following the mandatory site visit.
- RTA does not maintain a fixed or recurring tree maintenance plan, schedule, or service frequency for this solicitation. The selected vendor shall complete all requested services within sixty (60) calendar days of contract execution or issuance of a Notice to Proceed, as applicable.

EXHIBIT C – INSTRUCTIONS TO BIDDERS

I. SCOPE. The contract awarded pursuant to this IFB shall be a fixed price contract. The contract price shall include all labor, materials, supplies, service tools, equipment, etc. All that are necessary for the trimming and vegetation removal services to maintain clearance around power lines and catenary infrastructure

II. CONTRACT DOCUMENTATION.

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

b. **Confidential Information, Trade Secrets, and Proprietary Information.**

i. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

ii. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44:1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection.

iii. You are reminded that while trade secrets and other proprietary information you submit in conjunction with this procurement may not be subject to public disclosure, you must claim such protections at the time of submission of your technical proposal. You should refer to the Louisiana Public Records Act for further clarification.

iv. The RTA will not credit any blanket exemption claims lacking specific justification.

v. You shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” to claim protection, if any, from disclosure. You shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

> “The data contained in pages _____of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this proposal, the RTA shall have the right to use or disclose the data

therein to the extent provided in the contract. This restriction does not limit the RTA's right to use or disclose data obtained from any source, including the Respondent, without restrictions."

vi. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

vii. You must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", you agree to indemnify and defend (including attorney's fees) the RTA and hold the RTA harmless against all actions or court proceedings that may ensue which seek to order the RTA to disclose the information.

viii. The RTA reserves the right to make any proposal, including proprietary information contained therein, available to RTA personnel for the sole purpose of assisting the RTA in its evaluation of the proposal. The RTA shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

ix. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

III. BID REQUIREMENTS (ELECTRONIC BID SUBMITTAL). Electronic Bids shall be uploaded online at https://norta.procureware.com/home.

IV. PRICING. RTA is exempt from all taxes; however, only Louisiana State Sales Tax Exemption for materials incorporated into the final product will be transferrable 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. RTA 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.

V. 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 approved by Owner.

VI. QUALIFICATIONS FOR AWARD.

a. 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 IFB. The RTA reserves the right to review and determine whether a Contractor is responsible/not responsible for any reason allowed by law or for which RTA reasonably believes may impair or limit the Contractor's ability to perform the required scope of work.

b. 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.

VII. BIDDER REVIEW PROCEDURE.

a. For the purposes of this paragraph, all submissions must be received by the RTA no later than 2:00 p.m. (Central time) on the date specified as the deadline for the submission.

b. Request for Modification or Clarification

   i. This section establishes procedures for Bidders to seek review of this IFB and any addenda. A bidder may discuss this IFB and any addenda with the RTA through designated communication channels.

   ii. Bidders may submit to the RTA requests for interpretations, clarifications, or modifications concerning any term, condition, and/or specification included in this IFB or in any addenda. Any such request must be received by the RTA, in writing via ProcureWare by the established deadline outlined herein. All requests must be accompanied by all relevant information supporting the request for modification, interpretation, clarification, or addendum of this solicitation.

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

c. Protest Procedures

   i. RTA's will accept and review protests in line with Louisiana Public Bid Law and FTA Circular 4220.1G, if either is applicable. In all other respects, the RTA's policy and procedure for the administrative resolution of protests is set out in Appendix A of the Procurement Manual. The Procurement Manual contains rules for the filing and administration of protests. The Procurement Department will furnish a copy of Appendix A upon request.

VIII. BID PREPARATION. Each bid offer shall be made online at https://norta.procureware.com/home. Any costs incurred by Bidders responding to this Invitation for Bids will not be reimbursed by the RTA. Payments will only be made pursuant to a contract between the RTA and the successful proposer.

IX. BID POSTPONEMENT AND ADDENDA.

a. The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the time set for bid opening. Copies of such addenda shall be furnished to all prospective Bidders.

b. Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the RTA shall enable prospective Bidders to revise proposals, in conformance with Louisiana Public Bid Law.

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

XI. PUBLIC BID OPENING. Bids shall be publicly opened at the time specified herein. The content of all bids, except 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 Louisiana Public Bid Form, at the time of the Bid Opening.

XII. BID REJECTION. The RTA reserves the right to waive any minor informality or irregularities in the bids received which do not prejudice other bidders (if permitted by law). The RTA also reserves the right to reject any and all bids in whole or in part, and to award by items, parts of items, or by any group of items specified, in conformance with Louisiana Public Bid Law. Conditional bids, or those which take exception to the specifications, shall be considered non-responsive and shall be rejected.

XIII. 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, with RTA reserving the right to accept or reject and readvertise for the requested scope of work.

XIV. BID WITHDRAWL. 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.

XV. AWARD PROCEDURE. Within a reasonable time after the proposal receipt deadline, the RTA will transmit the contract documents to the Contractor. The contract documents will, at a

minimum, consist of this Invitation for Bids and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions, and provisions required by FTA.

XVI. 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.

XVII. ADDENDA. Bidders shall acknowledge receipt of all addenda to this invitation for Bids. Acknowledged receipt of each addendum must be clearly established and included on the submitted Bid Form.

EXHIBIT D – GENERAL PROVISIONS

1. **DEFINITIONS:**

   a. **Contract** – Defines the legal obligations between RTA and Contractor, either by formal written agreement following this Solicitation or by RTA's issuance of a PO.

   b. **Contractor -** Is a person, firm, or entity that sells goods and/or services and who made an offer to the RTA.

   c. **Purchase Order or Order -** Is an order placed by RTA for the purchase of goods, materials, supplies, equipment, work, labor, or services written on RTA's standard Purchase Order form and which, when accepted by the Contractor becomes a contract. For instances where no written contract is required, the PO is the Contractor's authority to deliver and invoice RTA for the goods, materials, supplies, equipment, work, labor, or services specified, and the RTA's commitment to accept the goods or services for an agreed upon price.

   d. **RTA –** Regional Transit Authority.

   e. **Solicitation –** Is any means of procuring goods or services by RTA to which Contractor is responding.

   f. **Quote/Bid/Response/Proposal** - Is a complete, properly authorized response to a request by RTA, which if accepted, would bind the Contractor to perform or provide the resulting goods or services.

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

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

4. **PROPOSAL POSTPONEMENT AND ADDENDA.** The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the deadline date for proposal receipt. Copies of

such addenda will be furnished to all prospective proposers. Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by such number of days as in the opinion of the RTA will enable prospective proposers to revise their proposals.

5. **CANCELLATION OF SOLICITATION.** RTA reserves the right to cancel this Solicitation as a whole or in part upon written determination by the Director of Procurement/RTA that such cancellation is in the best interest of the RTA.

6. **PROPOSAL REJECTION.** RTA reserves the right to accept or reject any and all proposals submitted.

7. **SINGLE PROPOSAL RESPONSE.** If only one proposal is received in response to this Solicitation, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the offer is fair and reasonable. Award of a contract to the proposer submitting the only proposal received in response to this Solicitation may be subject to approval by the FTA , with RTA reserving the right to accept or reject and readvertise for the requested scope of work.

8. **PROPOSAL WITHDRAWAL.** Prior to the date and time set for the Bid/Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written, facsimile, or electronic notice. If proposals are modified or withdrawn in person, the authorized representative shall make their identity known and shall sign a receipt for the proposal. Written, facsimile, or electronic notices shall be received in the RTA Canal St. offices no later than the date scheduled as the proposal receipt deadline. After the Bid/Proposal Deadline, proposals may not be withdrawn for sixty (60) calendar days.

9. **WRITTEN CHANGE ORDERS/AMENDMENT.** The Contract resulting from this Solicitation may be changed/amended in any particular allowed by law upon the written mutual agreement of both parties.

10. **CHANGE ORDER/AMENDMENT PROCEDURE**

    a. Within ten (10) calendar days after receipt of the written change order to modify the Contract, the Contractor shall submit to RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted, rejected, or modified by negotiations between Contractor and RTA. After the Parties reach agreement on the change, Contractor will prepare and submit a Change Order for approval and execution by all Parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the Disputes clause. Regardless of any disputes, the Contractor shall proceed with the work ordered, if RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any Contract.

b. This provisions shall not be applicable to contracts arising from RFPs or RFQs, as such may only be modified by formal amendment.

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

12. **PRIORITY.** In the event of any conflicts between the description of the supplies and/or services in the Technical Specifications and drawings and other parts of this Solicitation, the Technical Specifications and drawings shall govern.

13. **COMMUNICATIONS.** All official communications in connection with this Solicitation shall be in writing. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and award, any employee or officer of RTA, including the Board of Commissioners, concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the Solicitation documents. Violation of this provision may be grounds for rejecting a response.

14. **INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS**. In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

15. **CONFLICT OF INTEREST.**

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

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

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

c. Each entity that enters into a contract with the RTA is required, prior to entering into such contract, to inform the RTA of any real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the contractor is unable or potentially unable to provide objective assistance or advice to the RTA due to other activities, relationships, contracts, or circumstances; when the contractor has an unfair competitive advantage through obtaining access to nonpublic information during the

performance of an earlier contract; and during the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents, in accordance with Chapter VI, 2.a.(4)(h) of FTA C 4220.1F.

16. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 C.F.R. Paragraph 60). In connection with the execution of this Contract, the Contractor shall not discriminate against any employees or applicant for employment because of race, religion, color, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

17. **PRIVACY REQUIREMENTS**

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

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

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

18. **INDEMNIFICATION**

    a. ***In general.*** To the fullest extent permitted by law, Contractor waives, releases, indemnifies, defends, and holds harmless RTA, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life, injury, or damage to persons or property arising from or relating to any act, omission, or the operations of the Contractor, its agents, subcontractors, or employees while engaged in or in connection

with the discharge or performance of any work under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

b. ***Limitation.*** Contractor's indemnity does not extend to any loss arising from the negligence, gross negligence, or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such negligence, gross negligence, or willful misconduct.

c. ***Independent Duty.*** Contractor has an immediate and independent obligation to, at the RTA's option: (a) defend RTA from or (b) reimburse RTA for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (i) the allegations are or may be groundless, false, or fraudulent; or (ii) the Contractor is ultimately absolved from liability.

d. ***Expenses.*** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the RTA's reasonable attorneys' fees, lay and expert witness fees, court costs, and any similar expenses, incurred by RTA in enforcing this indemnity.

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

20. **INDEPENDENT CONTRACTOR**

a. ***Independent Contractor Status.*** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of RTA and will not hold itself or any of its employees, subcontractors, or agents to be an employee, partner, or agent of RTA.

b. ***Exclusion of Worker's Compensation Coverage.*** RTA will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of RTA for the purpose of Worker's Compensation coverage.

c. ***Exclusion of Unemployment Compensation Coverage.*** The Contractor, as an independent contractor, is being hired by RTA under this Agreement for hire and defined in La. R.S. 23:1472(12)(E), and neither the Contractor nor anyone employed by it will be considered an employee of RTA for the purpose of unemployment compensation coverage, which coverage is being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any

control or direction by RTA over the performance of the services covered by this Contract; (b) the services to be performed by the Contractor are outside the normal course and scope of RTA's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Contract prior to the date of this Contract.

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

21. **INSURANCE**

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

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

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

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

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

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

27. **CORRECTION BY CONTRACTOR.** After notice of non-acceptance of the work, Contractor shall immediately begin implementing correction procedures. Contractor shall bear all expenses incurred to complete correction of the work after non-acceptance, and Contractor shall diligently implement correction procedures until all issues are resolved.

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

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

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

31. **HAZARDOUS SUBSTANCE AND ENVIRONMENTAL LAW.** "Hazardous Substance" means any pollutant, contaminant, hazardous or toxic substance or waste, solid waste, petroleum or any byproduct thereof, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law. "Environmental Law" means any federal, state, local, or other governmental statute, regulation, law, or ordinance dealing with the protection of human health, natural resources and/or the environment now or hereafter in effect including, without limitation, any and all claims or causes of action based upon such governmental statute, regulation, law or ordinance. Contractor shall comply with all Environmental Laws. Contractor shall notify RTA in writing by giving written notice to the appropriate RTA representative, as set forth in the Order of every article ordered or

supplied under this Order or stored or used by Contractor on RTA property that contains Hazardous Substances or substances for which the law requires a Material Safety Data sheet. Such notification shall be given prior to the shipment or introduction of such substances onto RTA property and shall include, at a minimum, information regarding the substance including but not limited to Material Safety Data Sheets. RTA shall be able to, at all times, inspect any Hazardous Substances introduced onto or intended to be introduced onto RTA property by Contractor.

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

    a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
    b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
    c. U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
    d. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
    e. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
    f. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
    g. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
    h. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
    i. FTA regulations, "Transportation of Elderly and Handicapped Persons," 49 C.F.R. Part 609.

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

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

    b. State and Local Law. This Contract shall be entered into in the State of Louisiana and shall be governed and/or construed in accordance with the laws and jurisprudence of

the State of Louisiana, except to the extent that a Federal Statute or regulation preempts State law.

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

35. **DURATION AND TERMINATION**

a. ***Initial Term*.** The term of the agreement resulting from this Solicitation shall be for 1 year unless provided otherwise in this Solicitation or the resulting Contract.

b. ***Extension*.** The term may be extended at the option of the Parties by formal amendment to the Contract.

c. ***Termination for Convenience*.** RTA may terminate the Contract at any time by giving the Contractor at least 30 calendar days written notice of the termination.

d. ***Termination for Non-Appropriation*.** The Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain the Contract without the requirement of notice; and RTA will not be liable for any amounts beyond the funds appropriated and encumbered for the Contract.

e. ***Termination for Cause*.** RTA may terminate the Contract resulting from this Solicitation immediately for cause by sending written notice to the Contractor. "Cause" includes, without limitation, any failure to perform any obligation, abide by any condition of this Contract, or the failure of any representation or warranty in this Contract, including, without limitation, any failure to comply with the requirements of RTA's Disadvantaged Business Enterprise program. If a termination for cause is subsequently challenged in a court of law and the challenging Party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date the original written notice of termination for cause was sent to the challenging Party; no further notice will be required.

f. ***Suspension*.** Notwithstanding the article on Force Majeure, RTA may suspend the Contract at any time and for any reason by giving 2 business days' written notice to the Contractor. The Contractor will resume work upon 5 business days' written notice from the RTA.

36. **FORCE MAJEURE**

a. ***Event.*** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by RTA at the commencement of this Solicitation, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by RTA); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever

beyond the reasonable control of RTA, provided such event was not caused by the negligence or misconduct of RTA, by the failure of RTA to comply with applicable laws, or by the breach of the Contract.

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

c. ***Effect.***

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

1. Suspend the Contract for a duration to be set by RTA, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under the Contract, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by RTA; or

2. Terminate the Contract, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

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

37. **WARRANTIES**. Contractor warrants that items furnished hereunder will: (i) be free from material defects in design, material, and workmanship; (ii) be suitable for any particular purposes made known to Contractor in advance; (iii) function together as a unit if RTA notified Contractor that it was relying on Contractor*'s* skill or judgment to select items that will function as such; (iv) be materially accurate to specification and process date-related data in a manner compliant with industry-standard requirements (for items of such nature); (v) substantially conform with any related sample, model, documentation, description, labeling or literature supplied by Contractor, and (vi) substantially conform to any specific requirements of this Solicitation. Unless otherwise agreed in writing, all hardware and items are transferred to RTA free and clear of all liens and encumbrances. Unless designated as "reconditioned" or "used," all hardware and replacement parts are warranted to be new. Services are warranted by Contractor to be performed in a professional and workmanlike manner in substantial compliance with applicable specifications. If items are found within twelve (12) months after acceptance (or such longer period as specified by Contractor and incorporated herein) not to be as warranted, RTA may require the work to

be corrected or may return all defective items (and other items supplied by Contractor that are materially diminished thereby) to Contractor, at Contractor's expense, for replacement or credit as RTA may direct. Replacements are warranted for the latter of the remaining original warranty period or ninety (90) days.

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

39. **RECORDS AND REPORTING.**

    a. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under the Contract, including, without limitation, of costs incurred through the later of three years (unless specified for a longer period elsewhere in this Solicitation) from: (a) the completion of the Contract (including any renewal or extension periods); or (b) from the resolution of any disputes relating to the Contract. If the Contract is terminated for any reason, the Contractor will deliver to RTA all plans and records of work compiled through the date of termination.

    b. The Contractor will identify any reporting requirements, including the frequency, methods, and contents.

    c. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under the Contract, regardless of any review by RTA.

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

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

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

41. **FEDERAL CHANGES.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including, without limitation, those listed

directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between RTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.

42. **EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS.** Apart from inconsistent requirements imposed by federal statute or regulations, the RTA will comply with the requirements of 49 U.S.C. § 5323(h)(3) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

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

44. **PROMPT PAYMENT**

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

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

(1) Firm Name

(2) Firm Address

(3) Firm's status as a DBE or non DBE

(4) The age of the firm

(5) The annual gross receipts of the firm

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

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

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

The contractor, sub recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall within five (5) days of receipt of payment from RTA make all payments due subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within ten (10) days release retainage(s) it holds. The requirement for release of retainage(s) within ten (10) days shall flow down to all subcontractors, etc. performing under this contract. Contractor or any of its subcontractors, etc. may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of *Contractor's payments, retainage, etc. if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor by its actions or assurances has, to RTA satisfaction, proven that it will or has complied with all the requirements hereunder.*

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

46. **DISPUTES**

    a. Disputes arising in the performance of this Solicitation which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Director of Procurement shall be final and conclusive.

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

    c. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of the Contract, to enforce any right, or to seek any remedy upon discovery

of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

d. Remedies Cumulative. No remedy set forth in this Contract or otherwise conferred upon or reserved to any Party shall be considered exclusive of any other remedy available to a Party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

47. **OWNERSHIP OF DOCUMENTS**

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

b. Where applicable, RTA's ownership shall be subject to any rights asserted by FTA of the U.S. Department of Transportation.

c. The Contractor may retain copies of such items discussed above for its files.

48. **SOFTWARE & DATA**.

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

source code or configurable technology has been provided, then this license includes the right of RTA to create derivative works. The licenses granted are without financial obligation to Contractor other than payment of the prices set forth in this Contract.

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

49. **PARTICIPANT INFORMATION FORM.** All participants and their subcontractors are required to submit a completely executed Participant Information Form available on https://www.norta.com/get-to-know-us/doing-business-with-us/procurements-contracts under the Vendor Form Library.

50. **NON-COLLUSION AFFIDAVIT.** The Non-Collusion Affidavit is a required submittal. The necessary form is available on https://www.norta.com/get-to-know-us/doing-business-with-us/procurements-contracts under the Vendor Form Library.

51. **REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS.** Regional Transit Authority's General Provisions shall apply to this solicitation and resulting contract.

52. **COMPLETE CONTRACT**. The Contract supersedes and replaces all prior written or oral communications with regard to the terms, obligations, and conditions of this Contract. The Contract may be amended only by Change Order or formal amendment. RTA's waiver of any provision hereof shall be effective only if contained in a Change Order or formal amendment.

53. **ORDER BINDING.** The Contract is not assignable by either party unless authorized by a Change Order or formal amendment. Any attempt to the contrary shall be void and of no legal effect.

54. **CONFLICT BEWTEEN DOCUMENTS**. In the event of any conflict between the provisions of these General Provisions and any other terms and conditions issued by the RTA or Contractor, the terms and conditions contained in this document shall control. However, if the RTA and the Contractor enter into a formal contract pertaining to this Solicitation, that contract shall control, and the terms contained in said contract shall supersede any conflicting terms contained herein or in this Solicitation.

55. **CONFLICT OF INTEREST**. To ensure the Contractor's efforts do not conflict with RTA's interests, and in recognition of Contractor's obligations to RTA, the Contractor will decline any offer of other employment if its performance of the Contract is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify RTA in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of the contract. RTA will make the final determination whether the Contractor may accept the other employment.

56. **NON-EXCLUSIVITY**. This Contract is non-exclusive and the Contractor may provide work and/or services to other clients, subject to RTA's approval of any potential conflicts with the performance of this Contract and the RTA may engage the services of others for the provision of some or all of the work and/or services to be performed pursuant to this Contract.

57. **NO THIRD-PARTY BENEFICIARIES**. This Contract is executed for the exclusive benefit of RTA and the Contractor, and RTA and the Contractor expressly disclaim any intent to benefit anyone not a party hereto.

58. **SEVERABILITY**. If a court of competent jurisdiction finds any provision of the Solicitation or Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Solicitation or Contract.

59. **CONSTRUCTION OF AGREEMENT**. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against RTA or the Contractor on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

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

EXHIBIT E – INSURANCE

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

A) Worker's Compensation Insurance as required by Louisiana Law;

B) Vehicle Liability Insurance in the amount of $1,000,000.00; and

C) General Liability Insurance in the amount of $1,000,000.