

REQUEST FOR PROPOSALS

**For the Operation of the Public Transit Service in
St. Charles and St. John the Baptist Parishes Louisiana**

**Issued by:
River Parishes Transit Authority**

Issued: October 23, 2017

**Contact Person:
Lauren Andrews
Senior Transit Planner
Solutient Corporation
330 N. Carrollton Ave.
New Orleans, Louisiana 70119
Telephone: 504-304-2000
Fax: 504-304-2001
Email: transit@solutient.com**

**Proposals Due:
December 4, 2017 by 4:30 p.m. (CT)**

The River Parishes Transit Authority reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the public service being offered.

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PUBLIC NOTICE
REQUEST FOR PROPOSALS

Solutient Corporation will receive sealed proposals on behalf of the River Parishes Transit Authority (RPTA) for the operation and management of the existing River Region Public Transportation System, which serves St. Charles and St. John the Baptist Parishes, Louisiana. This Request for Proposals is for a third party operator who shall provide management, personnel, dispatch software, payroll, benefits, and vehicle maintenance to support operations as well as administrative and grants management support.

Deadline for submittal of the Proposals is **4:30 p.m. (CT) on Monday, December 11, 2017**. Service and Cost Proposal packages shall be submitted with one easily reproducible original of each, in separate, **sealed envelopes** labeled "**Service Proposal for the RPTA**" and "**Cost Proposal for the RPTA**" and shall be **mailed or hand delivered** to:

Lauren Andrews, Senior Transit Planner
Solutient Corp.
330 N. Carrollton Ave.
New Orleans, LA 70119
transit@solutient.com

Correspondence shall include contact name, address, telephone, facsimile, and email information.

Copies of the Request for Proposals (RFP) can be downloaded from the Solutient web site at <http://rptarolls.org/> after **October 23, 2017**. For a hard copy, contact Solutient at 504-304-2000.

A pre-proposal conference will be held on **Monday, November 6, 2017**. Details about the time and location are in the RFP package.

All questions must be submitted in writing and may be mailed or sent via facsimile to Ms. Andrews and must be received no later than **4:30 p. m. on Monday, November 13, 2017**.

This project is funded in part by Federal Transit Administration grants under 49 U.S.C. Sec. 5311 and 49 U.S.C. Secs. 5309 and 5307. All proposals must be received on time and in full compliance with the instructions contained in this RFP. The RPTA reserves the right to reject any and all Proposals, to withdraw this solicitation at any time and to waive any informality or irregularities in any of the Proposals received and to award to the offeror whose proposal best meet the needs of the RPTA Public Transportation System.

Publication: **October 23, 25, 27, 28, and November 1, 2017**

SECTION II.

PROCUREMENT PROCESS, TIMELINE AND DEADLINES

This Request for Proposals is being issued by the Solutient Corporation on behalf of the River Parishes Transit Authority (RPTA). The primary contact for all communications regarding this Proposal is Lauren Andrews, Senior Transit Planner at Solutient.

This procurement shall conform to the requirements of the Federal Transit Administration, and Third Party Contracting Requirements (Circular C.4220.1E).

This procurement is by competitive Proposal.

All private for-profit and public entities shall be eligible to submit Proposals for this work. The Request for Proposals shall be available on or about **October 23, 2017** and publicized as follows:

- On the RPTA website at <http://rptarolls.org/>
- Published as Legal Notice in the L'Observateur
- Published as a Notice in the Passenger Transport

The Request for Proposals shall be available in the following formats: hard copy (paper) and electronic email (Adobe Acrobat PDF format). All requests shall include the Request for Proposals format preference (hard copy or electronic email), complete contact information of person making the request, including email address and fax number.

All inquiries regarding this Request for Proposals must be received no later than **November 13, 2017 at 4:30 P.M. (CT)**. The Solutient Corporation shall issue responses to all inquiries to all entities that have requested or have been sent an original RFP. The Proposals shall be due no later than **4:30 P.M. (CT) on Monday, December 4, 2017**. Proposals received after that date and time will not be accepted. Service and Cost Proposal packages shall be submitted as outlined in *Section VIII. Proposal Submittal and Format*. The Proposals shall be sent to:

Lauren Andrews, Senior Transit Planner
Solutient Corp.
330 N. Carrollton Ave.
New Orleans, Louisiana 70119
Phone: 504-304-2000
Fax: 504-304-2001 Email: transit@solutient.com

PROPOSER/CONTRACTOR bears total responsibility for ensuring their proposal is complete and arrives on time. **Proposals received by Facsimile or email will not be considered.** PROPOSER/CONTRACTOR shall comply with each and every requirement of this RFP to be considered responsive. The Proposals shall be reviewed by a committee of three (3) following the Request for Proposals due date and time. The review shall consist of an initial technical analysis, to assess specific Proposal qualifications, and a preliminary cost analysis, to establish finalists for service and cost negotiations. The selected finalists shall be established based on the Rating Scale as defined in *Section IX. Evaluation of Proposals*.

Proposal Timeline

October 23, 2017: Release RFP

October 25, 28, and November 1, 2017: Advertise in the official journal that the RPTA is accepting Proposals and the Request for Proposals/Specifications packets are available.

October 27, 2017: Advertise in the trade journal, *Passenger Transport*, that the RPTA is accepting Proposals and the Request for Proposals/Specifications packets are available.

Monday, November 6, 2017; 2:00 PM (CT): A pre-proposal conference will be held and all interested potential contractors are invited to attend. The purpose of the meeting will be to summarize the proposed RPTA service plan and answer any questions regarding the RFP package. Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the RPTA will be stated in the writing in response to written questions in the form of an addenda provided to all prospective proposers.

Date: **November 6, 2017**

Time: 2:00 p.m.

Location: St. John the Baptist Parish Council Meeting Room
Percy Hebert Building
1801 West Airline Highway
Laplace, Louisiana 70068

Map: For a map to this site, contact Solutient at 504-304-2000.

Monday, November 13, 2017; 4:30 PM (CT): Deadline for receipt of **questions** and request for **clarifications** regarding the Request for Proposals for the River Parishes Public Transportation System.

Monday, November 20, 2017; 4:30 PM (CT): **Questions and clarifications** regarding the Request for Proposals for the RPTA Public Transportation System shall be answered.

Monday, November 27, 2017; 4:30 PM (CT): Deadline for submitting a pre-award **protest** (see *Section XII, Procurement Protest Procedure*)

Monday, December 4, 2017; 4:30 PM (CT): Deadline for RPTA response to any pre-award **protest**.

Monday, December 11, 2017, 4:30 P.M. (CT): Deadline for Receipt of Proposals.

SECTION III. OVERVIEW

The purpose of this Request for Proposals is to solicit Proposals from qualified private and public passenger transportation entities to operate and manage a modified demand response, curb-to-curb, rural public transit system under contract to the RPTA. The driver shall provide assistance from the curb in front of the trip origin to the curb in front of the trip destination. Drivers shall assist riders when boarding and disembarking from the vehicle, tie down wheelchairs, secure packages and assist with seatbelts. There are no fixed routes; all service is considered paratransit service, with the exception of end and beginning destination stops in the Parish of Jefferson.

Service coverage shall be for 6 days a week, with service hours ranging from 5:30 A.M. to 7:30 P.M. Monday through Saturday, and there will be no service on Sunday. The RPTA may provide service on some Holidays as defined herein (see *Section VI. Scope of Work*) and will specify the schedule for such days on a case by case basis.

Proposals may be submitted by one entity or by a team of more than one entity operating as a joint venture or in other suitable form. With RPTA Board of Director’s oversight it would be the responsibility of the awarded Contractor to provide transit system administration and grants management as well as provide all necessary operational support and daily management of the operations of the transportation system. The successful contractor shall provide vehicle maintenance, management, personnel, scheduling, dispatching, dispatch software, payroll and benefits. The RPTA will provide all vehicles, fareboxes and other vehicle equipment and support items as may be provided through Sections 5311, 5307 and 5309 Federal Transit Administration and Louisiana Department of Transportation and Development (LaDOTD) grants. The successful contractor shall enter into an agreement with the RPTA for use of the vehicles and other equipment it purchases.

The RPTA shall provide the funding as outlined in *Section VII. System Funding*. The RPTA shall develop and provide system policy, community and public relations promotion and assistance, marketing, and planning.

The deadline for the submission of Proposals is 4:30 P.M. (CT), December 11, 2017

Service and Cost Proposals shall be submitted in substantial form and order as outlined in *Section VIII. Proposal Submittal and Format*. All original signatures shall be provided in **BLUE or BLACK INK**.

The Proposals shall be sent or delivered via mail, delivery service or by hand to:

Lauren Andrews
Senior Transit Planner
330 N. Carrollton Ave.
New Orleans, Louisiana 701119
Phone: 504-304-2000
Fax: 504-304-2001
Email: transit@solutient.com

The period of performance shall be for a 36 month period with an option to extend the contract for two additional 12 month periods, under the same terms and conditions as provided in the agreement. The RPTA shall ensure that respondents to this request shall not be discriminated against based on sex, race, color, creed or national origin in consideration of an award. Request for Proposals/ Specification packages are available by contacting Solutient at 504-304-2000.

This project is funded in part by Federal funds through the Federal Transit Administration, 49 U.S.C. Sections 5307 and 5309, and the Louisiana Department of Transportation and Development (LaDOTD) Public Transportation 5311 Grant Program, local governments and private entity funds. The RPTA retains the right to reject any or all Proposals, and to withdraw this solicitation at any time. The RPTA is an equal opportunity employer.

The RPTA Public Transportation System is a demand-response service. It serves an approximate population of 96,800 persons living within the 143 square mile area of St. Charles and St. John the Baptist Parishes, Louisiana (U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates).

The successful PROPOSER/CONTRACTOR shall provide all personnel, computers, scheduling and dispatching software, as well as management, operation and maintenance of the RPTA Public Transportation System. Service shall include advanced reservation and demand-response trips, as well as same day add-on trips as can be reasonably accommodated. Riders include members of the general public and will include service to the physically and mentally disabled, elderly, and low-income residents of the service area. The selected PROPOSER/CONTRACTOR shall be responsible for meeting all requirements as specified in the contract, including, but not limited to, employee standards and training, vehicle maintenance, safety, on-time performance, reporting, billing, all ADA (American's with Disabilities Act) guidelines, alcohol and drug testing, and insurance coverage, as well as any appropriate licensing and other legal requirements, and all applicable Federal and State regulations.

Section V provides a more thorough and quantitative description of the service as it is proposed, as well as recent program cost estimates. *Section VI* details the scope of work and operating requirements that the successful PROPOSER/CONTRACTOR shall be expected to meet upon award of a contract. *Section VIII* discusses the submission process of the Requests for Proposals, the procedures for answering questions about this Request for Proposals and the format and content of the Proposals. *Section IX* describes how Proposals shall be evaluated. The final sections contain the certification and assurances documentation and appendices that include the proposed costs of the service.

Definitions and Abbreviations as used herein:

- a) **“ADA”** means the Americans with Disabilities Act passed by Congress in 1990 and as later amended. This act mandates equal opportunities for persons with disabilities in the areas of employment transportation, communications and public accommodations. Under this Act, most transportation providers are obliged to purchase lift-equipped vehicles for their fixed route services and must assure system-wide accessibility of their demand response services to persons with disabilities. Public transit providers also must supplement their fixed route services with complementary paratransit services for those persons unable to use fixed route service because of their disability.
- b) **“Addenda or Addendum”** means a written or graphic instruction issued prior to the opening of proposals which clarifies, amends or interprets the Contract Documents.
- c) **“Advanced reservation trip”** means transportation service provided under advanced arrangement and according to prearranged conditions, e.g., hours, days, specific routing.
- d) **“Alternate”** means a proposed change in the Work described in the Contract Documents providing the RPTA with an option to select between alternative materials, products or systems, or to add or delete portions of the Work.
- e) **“Base Proposal”** means the amount of money stated in a proposal as the sum for which the PROPOSER/CONTRACTOR offers to perform the Work described in the Contract Documents, exclusive of adjustments for Alternates.
- f) **“Proposal Guarantee”** means a bond or other instrument of security furnished by the PROPOSER/CONTRACTOR to provide assurance that the PROPOSER/CONTRACTOR will execute the Contract Form.
- g) **“Charter service”** means transportation of a group of persons who, pursuant to a common purpose, under a single contract, at a fixed charge for the vehicle or service travel together under an itinerary either specified in advance or modified after having left the place of origin. Charter service is closed door service, i.e., no other passengers may be boarded during the provision of service to the chartered group.
- h) **“Contract”** means the legally-binding agreement between RPTA and the successful PROPOSER/CONTRACTOR to perform the services described in this RFP.

- i) **“Contract Bond”** means performance and payment bond furnished by the Proposer/ Contractor and the PROPOSER/CONTRACTOR’s Surety to provide assurance that the PROPOSER/CONTRACTOR will perform the Contract and make required payments.
- j) **“Contract Documents”** means collectively but not exclusively, the Specifications, Addenda, Definitions, Notice to Transportation Providers, Scope of Work, Equal Opportunity Requirements, Proposal Submittal and Format, Certification and Assurance, Non-Collusion Affidavit, Required Signature Documents, Proposal Guarantee, Contract Form, Contract Bond, General Conditions, Wage Rates and Special Conditions, Change Orders and approved Shop Drawings, if any.
- k) **“Contract Form”** means the form furnished by the RPTA that, when completed and signed by the PROPOSER/CONTRACTOR and the RPTA, evidences the entry into the Contract.
- l) **“Curb-to-curb service”** means a common designation for demand response transit services. The transit vehicle picks up and discharges passengers at the curb or driveway in front of their home or destination. In curb-to-curb service, the driver does not assist the passenger along walks or steps to the door of the home or other destination.
- m) **“Demand response service”** means a transportation service characterized by flexible routing and scheduling of relatively small vehicles to provide point-to-point transportation. These services usually require advance reservations and can be curb-to-curb or door-to-door.
- n) **“DOL”** means the U.S. Department of Labor.
- o) **“Fare”** means the designated payment for a trip on a passenger vehicle, such as cash, tokens, transfer, coupon, or pass.
- p) **“Farebox”** means a device that accepts coins, bills, tickets, and tokens given by passengers as payment for trips.
- q) **“FTA”** means the Federal Transit Administration. A component of the U.S. Department of Transportation which administers the Federal program of financial assistance to public transit.
- r) **“Fixed route”** means transportation service operated over a set route or network of routes generally on a regular time schedule.
- s) **“LaDOTD”** means the Louisiana Department of Transportation and Development.
- t) **“La.R.S.”** means Louisiana Revised Statutes.
- u) **“Liquidated Damages”** means the sum established in the Contract Documents as the predetermined measure of damages to be paid to the County due to the Proposer/ Contractor’s failure to complete the Work, or portions thereof, within a stipulated time.
- v) **“Material Supplier”** means a person who furnishes materials and supplies for work on the transit system, in any tier.
- w) **“Operations Manager”** means the person designated by the PROPOSER/CONTRACTOR to oversee, administer and manage the day to day operations of the River Parishes Transportation System and who will work closely with the RPTA to implement the service plan.
- x) **“Paratransit”** means flexible forms of public transportation services that are not provided over a fixed route, e.g. demand response service, and most often refers to wheelchair accessible service.
- y) **“Person”** means an individual, corporation, business trust, estate, Limited Liability Company, partnership, association or other entity, public or private.
- z) **“Personal Care Attendant”** means a person designated or employed specifically to help an individual that is eligible under ADA regulations meet his or her personal needs.
- aa) **“Proposal”** means the offer of a PROPOSER/CONTRACTOR to complete the work set forth in this RFP.
- bb) **“PROPOSER/CONTRACTOR”** or **“Respondent”** means the vendor responding to this RFP who submits a proposal for a contract with the RPTA.
- cc) **“Public transportation”** means transportation service that is available to any person upon payment of the fare and which cannot be reserved for the private or exclusive use of one individual or group. “Public” in this sense refers to the access to the service, not the ownership of the system providing the service.
- dd) **“Request for Proposals”** hereinafter referred to as “RFP,” means a solicitation of a formal sealed Proposal.
- ee) **“Risk management”** means an element of a transit system’s safety management program. It includes identification and evaluation of potential safety hazards for employees, passengers and the public.

- ff) **“River Parishes Transportation System”** or public transportation system means the transit service to be offered to the general public by the RPTA.
- gg) **“RPTA”** means the River Parishes Transit Authority as created by La.R.S. 33:1601 et seq or its authorized designee.
- hh) **“Service provider”** means a private non-profit or for-profit agency providing all or a portion of the transit service under contract to the RPTA.
- ii) **“Same day add-on trip”** means the provision of transportation service that is not scheduled twenty-four (24) hours in advance. Same day add-on trips are not guaranteed but shall reasonably be accommodated.
- jj) **“Sample”** means physical examples furnished by the PROPOSER/CONTRACTOR to illustrate procedures, materials, equipment or workmanship and to establish criteria by which the work will be judged.
- kk) **“Solutient”** means the Solutient Corporation, a regional planning and economic development district of the State of Louisiana who is assisting the RPTA in implementing the River Parishes Transportation System.
- ll) **“Standing order”** means a scheduling practice also known as a “subscription service” that allows passengers to request the same service, i.e. a reoccurring trip, for several days or weeks in advance without having to call each day or week to schedule. For example, a person that has a medical appointment every Monday afternoon might call at the beginning of each month to schedule all of his or her Monday afternoon trips for that month. The person would call back only if the trip were to be cancelled.
- mm) **“State”** means the State of Louisiana.
- nn) **“Subcontractor”** means a person who undertakes to perform any part of the work on the River Parishes Transportation System under a contract with any person other than the RPTA, in any tier.
- oo) **“Surety”** means a person providing a Proposal Guarantee, Contract Bond, or Maintenance Bond to a PROPOSER/CONTRACTOR, as applicable, to indemnify the RPTA against all direct and consequential damages suffered by failure of the PROPOSER/CONTRACTOR to execute the Contract Form or of the PROPOSER/CONTRACTOR to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers or to perform the Guarantee, as applicable.
- pp) **“USDOT”** means the United States Department of Transportation.
- qq) **“Work”** means the services required by the Contract Documents, to include all labor, materials, equipment and services performed or provided by the PROPOSER/CONTRACTOR for the Project.

SECTION V.

SERVICE DESCRIPTION

The RPTA operates a demand-response service in an approximate 143 square mile area covering St. Charles and St. John the Baptist Parishes with connections in St. James and Jefferson Parishes. Service area population is approximately 96,800 persons based upon the U.S. Census Bureau’s 2011-2015 American Community Survey 5-Year Estimates. The service area is defined as both rural and urban area, and the urban area is part of the New Orleans Metropolitan Area. It is estimated that 88% of the population lives in the urbanized area and 12% of the population lives in the rural area according to 2010 decennial Census data.

A fare of \$2.00 per one-way trip is proposed for service anywhere within the area. Social service agencies and other entities within the area of operation may purchase transportation services through an agreement with RPTA.

The span of service will be Monday through Saturday with trips scheduled between 5:30 A.M. and 7:30 P.M. Five 14-passenger buses will be provided by the RPTA, with the expectation that at a minimum three of those buses will be on the road on weekdays (two for 14.5 hours a day and one for 14 hours a day) and that at least two of those buses will be on the road for 14 hours on Saturdays.

Monday to Friday	14-14.5 hours per day	3 vehicles
Saturday	14 hours per day	2 vehicles

The system shall operate each day of the year except Sundays and designated holidays which may include New Year’s Day, Dr. Martin Luther King Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day. The exact dates the +/- 10 holidays on which the service will not operate shall be worked out with the PROPOSER/CONTRACTOR. 365 days per year minus the 10 holidays and 52 Sundays per year leave approximately 303 service days per year.

SECTION VI. SCOPE OF WORK

A. Implementation Date

The transit service under the contract contemplated by this RFP shall begin on or before February 1, 2018. The PROPOSER/CONTRACTOR shall be prepared to begin full operation on or around February 1, 2018, with appropriate personnel and other resources in place, and with adequate and properly trained, certified, and licensed individuals in place to serve as Operations Manager, Grants Manager, drivers, dispatchers, and maintenance crew, and in other necessary or appropriate positions. All documents as required by these specifications shall be provided by this date.

B. Period of Performance

The Period of Performance will be for 36 months commencing upon a date so specified in the notice to proceed. At the option of the RPTA and acceptance of the Contractor, this contract may be extended for up to two (2) additional twelve (12) month periods, under the same terms, conditions and for the same consideration as provided in this agreement. The total contract period, however, including any extension shall not exceed sixty (60) months. The anticipated start date is on or before February 1, 2018.

C. Administration and Operations

The RPTA desires to place one vendor under contract to handle both the administration and operation of its public transportation services. With RPTA Board of Director's oversight it would be the responsibility of the awarded Contractor to provide transit system administration and grants management as well as provide all necessary operational support and daily management of the operations of the transportation system.

Successful administration of the RPTA will require the following practices, for which the Contractor will be contractually obligated to satisfactorily perform according to the Federal Transit Administration and Louisiana Department of Transportation and Development compliance guidelines with oversight by the RPTA's Board of Directors or their designee. Each of these elements must be acknowledged and/or described in Respondents' proposals.

1) Administration and Grant Management

Attend and assist the RPTA Board of Directors or their designee in preparation for any RPTA monthly or special meetings as necessary with regard to the project including provision of public notices and minutes.

Assist the RPTA Board of Directors or their designee in complying with all applicable State, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the project files.

Assist the RPTA Board of Directors or their designee in conducting any public meetings with regard to the project. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, publication of minutes, et cetera.

Prepare and present to the RPTA Board of Directors or their designee for their review documents and reports detailing transit service implementation as required.

Assist the RPTA Board of Directors or their designee in preparation of any reports to be submitted to the Federal Transit Administration, Louisiana Department of Transportation and Development and other funding agencies.

Assist the RPTA Board of Directors or their designee in the development and maintenance of a website and media campaign marketing the public transit service.

Assist the RPTA Board of Directors or their designee in the development of standard operating procedures and policies necessary to comply with funding agencies including purchasing and personnel policies, Drug Free Workplace, fiscal plan, DBE plan, EEO plan, etc.

Assist the RPTA Board of Directors or their designee in the preparation of any Requests for Proposals or Qualifications, bids or other purchases in connection with the RPTA's public transit service.

Assist the RPTA Board of Directors or their designee in the review of requests for contractor and equipment purchase invoices for payment.

Assist the RPTA Board of Directors or their designee in maintaining adequate documentation of all work performed under the various grant programs.

Assist the RPTA Board of Directors or their designee in developing service agreements with other agencies and a rider voucher program.

Assist the RPTA Board of Directors or their designee in the review of all bid documents and the bidding process for vehicles and / or equipment for consistency with state and federal regulations.

Assist the RPTA Board of Directors or their designee in the monitoring of contractors for compliance with applicable federal regulations.

Assist the RPTA Board of Directors or their designee in filing for all grants, maintaining adequate documentation and processing grant close-outs, including STTARS, TRAMS, NTD and DOTD reports.

Assist the RPTA Board of Directors or their designee in preparing and submitting requests for reimbursement to accounting and compliance contractor under various grant programs.

2) RPTA Policy and Procedure Manual

The Contractor will be required to understand, comply with, and implement all required RPTA policies and procedures. The full texts of these policies are provided on the RPTA website www.rptarolls.org.

D. Service Area

The service area consists of both the rural and urbanized areas of St. Charles and St. John the Baptist Parishes and shall also include service connections with adjacent providers. To make connections, RPTA service will enter St. James Parish and provide a drop off/pick up point for riders at the St. James Welcome Center or other locations that may be designated in the future. Connections with Jefferson and City of Kenner services will be provided by drop off or pick up and existing fixed route stops in Kenner Louisiana. The Contractor will be expected to operate both the urban and rural services as described below.

1. Urban:

This service will provide demand/response curb to curb transit service within the RPTA's urbanized areas as designated by the U.S. Census Bureau. The trip must originate and terminate within these urban areas.

2. Rural:

This service will provide demand/ response curb to curb transit service to residents living outside of the RPTA’s urbanized areas. Trips can be made in and out of urbanized areas; however, it is a requirement that the trips originate in rural areas of the parishes.

Financial data for urban and rural programs must be reported separately; however, actual transit service may operate as one continuous service. Funding for the urban service will come from the Federal Transit Administration’s Section 5307 Urbanized Area Formula Funding program and, as a result, the selected Contractor would be responsible for compliance with all FTA regulations. The rural service will be funded through the State Department of Transportation and Development from the Federal Transit Administration’s Section 5311 grant and, as a result, the selected Contractor would be responsible for compliance with all State and FTA regulations.

E. Service Hours

The PROPOSER/CONTRACTOR shall operate the service not less than 14 hours per day, during the following days and hours:

- Mondays – Saturdays from 5:30 a.m. and 7:30 p.m.
- Sundays – No Service
- Holidays may include New Year’s Day, Martin Luther King Day, Mardi Gras Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day, but, the exact dates shall be worked out with the PROPOSER/CONTRACTOR. Otherwise, the system shall operate each day of the year except Sundays.
- Service hours shall be subject to change as necessary.
- Any modification to service hours shall be approved by the RPTA Board

F. Eligible Passengers and Trips

The transit system shall be open to the general public. The transit system shall also be designed to address the needs of the transportation disadvantaged residents (i.e., elderly, disabled, low-income, and mental health). The purpose of a trip or its destination shall not be a consideration when determining if a passenger shall be transported. Transit trips may also be purchased by local social services agencies through agreements established with the RPTA.

G. Type of Service

The transit system is a demand response service that promotes same day add-on trips for the convenience of the general public. The program will be marketed to the general public and same day add on trip requests will be encouraged. It is expected that demand shall vary from day-to-day. The transit system shall accept advanced reservation and standing order trips however same day add-on trips shall be accommodated as space allows. The transit system shall not be considered a high volume mass transit system, due to the relatively low ridership, low densities, high dispersal of trip ends, and the special needs of many of the consumers.

The transit system shall be curb-to-curb service. The PROPOSER/CONTRACTOR’S drivers shall load and unload in safe locations, as close as possible to the door of the residence or other origins/destinations without entering private property, and such that, to the extent possible, the passenger shall not have to cross traffic to get to/from the vehicle. At this time, there are no formal marked transit stops or shelters other than those that might be provided at a future date at timed transfer points.

H. Trip Quality for All Passengers and Sensitivity to Mobility Needs of Special Passengers

The transit system shall be ADA compatible and accessible to disabled people. Many of the passengers shall require special assistance and accommodations. The transit system shall be designed to keep track of each passenger; his or her trips; and his or her transportation demographics.

It is important that the service provided by the PROPOSER/CONTRACTOR ensure that passengers be provided with return transportation. The PROPOSER/CONTRACTOR shall develop, implement, and maintain, appropriate procedures to achieve this priority. As part of the procedures related to the provision of services by the PROPOSER/CONTRACTOR, passengers shall be permitted to be accompanied by a personal care attendant and/or a service animal (i.e., seeing-eye dog, hearing-ear dog, etc.) as the condition of the passenger reasonably necessitates. The PROPOSER/CONTRACTOR shall not charge a fee for any such necessitated personal care attendant.

The PROPOSER/CONTRACTOR shall not permit passengers to stand in any vehicle while it is in motion. The PROPOSER/CONTRACTOR shall ensure that each customer shall either have a seat belt secured about him or her, or a utilized wheelchair tie-down location during the operation of the vehicle in which he or she is a passenger. The PROPOSER/CONTRACTOR and its drivers and attendants shall be required to enforce the use of seat belts, car seats, and wheelchair tie-downs. In all situations, the PROPOSER/CONTRACTOR shall be responsible for ensuring that all restraint devices are securely attached to the vehicle and that all consumers are securely attached in their restraint devices.

The PROPOSER/CONTRACTOR shall assure that any passenger carrying on items shall not inhibit the capacity for maximum vehicle ridership. The PROPOSER/ CONTRACTOR shall develop and implement a policy and procedure to limit reasonably the number and size of bags and other items carried by each passenger so as to enhance the efficiency of the service provided, as well as the comfort and safety of passengers.

The PROPOSER/CONTRACTOR shall not transport children 12 years of age or younger who are not accompanied by a supervising adult.

Employees of the PROPOSER/CONTRACTOR shall not be authorized or permitted to provide, serve, or distribute water, other liquid, food, or medication to any passenger, or to administer medication to a passenger.

The PROPOSER/CONTRACTOR shall develop and implement emergency procedures to cover potential problems that might arise pertaining to the safety and security of all passengers.

The PROPOSER/CONTRACTOR, through its drivers and attendants, shall be responsible for ensuring that safe curb-to-curb service is implemented as may be appropriate under the circumstances, and to provide for the safe and secure transportation of passengers and the protection of transit vehicles.

The PROPOSER/CONTRACTOR shall enforce the Rider Courtesy policies and procedures to be developed by the RPTA and PROPOSER/CONTRACTOR.

I. Dispatching and Scheduling

The PROPOSER/CONTRACTOR shall perform the dispatching and scheduling of service and shall be responsible for providing dispatching and scheduling services adequate to support the provision of services under the contract. The dispatching and scheduling system shall be configured so that a dispatcher on duty shall be able to establish and maintain radio or cell phone contact with all vehicles that are in operation. The PROPOSER/CONTRACTOR shall develop and implement policies and procedures to maximize efficiency and to minimize confusion on the part of the riding public regarding calls to the dispatch center in relation to cancellations, changes, and other inquiries.

The PROPOSER/CONTRACTOR shall have at least one (1) dispatcher on duty during all service periods, plus one-half (½) hour before the transit system's service hours start in accordance with the following schedule: Mondays-Saturdays: 5:30 A.M. until the time the last passenger transit vehicle has returned to the transit operation facility.

During all transit system service hours a dispatcher or other assigned personnel shall be available and able to receive calls from the general public. The RPTA shall receive trip requests during the periods of time that a dispatcher is on duty. The PROPOSER/ CONTRACTOR shall develop and maintain the capacity to receive trip requests through various means. The PROPOSER/CONTRACTOR shall be obliged to honor last minute immediate demand response trip requests (those

received less than 24 hours before the requested trip time) as a same-day-add-on whenever such can be accommodated. The goal of RPTA is to fulfill same-day ride needs at 100% of requests.

Trips may be advanced reservation trip or same day add-on.

Trip requests may be made by individuals or on behalf of individuals by staff from social services agencies under agreement with RPTA. Individuals or social service agencies shall contact the PROPOSER/CONTRACTOR'S dispatcher to reserve each trip individually.

J. Computer Equipment and Dispatching Software

The PROPOSER/CONTRACTOR shall provide computer equipment and software for scheduling, reporting, reservation, and customer record management. The PROPOSER/CONTRACTOR shall make arrangements for personnel training on the software prior to the actual start-up date in 2018 in order to minimize transitional disruption to the riders of the transit system. RPTA may provide computers for this purpose as it becomes available to it through various funding sources. The software program to be used shall be approved by and compatible with the requirements of LaDOTD.

K. Fares

A "one-way trip" shall be defined as an unlinked passenger-trip, i.e., one passenger boarding an RPTA vehicle and unloading at a final destination point. For example, if a person travels from home to a work location, then from the work location to home, two (2) one-way trips shall be counted. The general public fare will be \$2.00 for a one-way trip anywhere within the two parish region.

The RPTA has the sole discretion pertaining to the adjustments to or modification of fares.

The PROPOSER/CONTRACTOR, through its employees, shall be responsible for collecting appropriate fares when consumers board the vehicles and for keeping and accounting for all funds so collected.

RPTA may also have "service agreements" with social service agencies by which the agencies procure service for their consumers. In those cases, a fare may or may not be collected on boarding. The RPTA shall develop such agreements and shall provide identification material which shall designate passengers who are qualified for the receipt of service under such agreements. The RPTA shall identify to the PROPOSER/CONTRACTOR entities with which it has service agreements and provide the PROPOSER/CONTRACTOR with the information necessary to identify and validate riders under such service agreements. The PROPOSER/CONTRACTOR shall assume the responsibility of billing the agencies for fees as appropriate, collection of same and reporting monthly collections to the RPTA along with other fares so collected.

The revenue generated from the RPTA transit service shall be considered the property of the RPTA. The PROPOSER/CONTRACTOR shall keep accurate track of all passenger fares collected. The PROPOSER/CONTRACTOR shall daily tabulate fares collected and weekly deposit fares in an account of the RPTA at a local bank. Funds for service days in which the local bank is not open shall be submitted on the next business day.

The weekly deposit of funds shall be accompanied by back-up information containing a daily summary of rides, fares, tickets, tokens and vouchers by individual vehicle, the total amount of cash deposited, and a breakdown of each driver's daily receipts. The PROPOSER/CONTRACTOR shall repay to the RPTA any farebox receipts lost or stolen while in the possession of the PROPOSER/ CONTRACTOR. The fares which are collected by the PROPOSER/CONTRACTOR shall be kept separate from the monthly billing from the PROPOSER/CONTRACTOR to the RPTA and shall not be deducted from or applied against the monthly billing or any other charges of the PROPOSER/CONTRACTOR against the RPTA.

L. On-time Performance and Trip Efficiency

The goal of the RPTA is to operate a reliable, on time public transportation service. The service proposed relies upon a modified demand response service but must be timely to suit the needs of the general public. To be considered "on-

time” the driver must pick up the passenger up to ten (10) minutes before or after the scheduled pick-up and drop-off times. The RPTA may adopt a more specific policy regarding on-time performance, should it become apparent that there are a consistently high number of trips which do not meet the on-time performance requirement of the service.

Trip efficiency shall be maximized by the PROPOSER/CONTRACTOR in operation of this service. The RPTA shall regularly monitor trip efficiency, to assure that there is a strong effort to maximize the trips per hour provided with this service. The RPTA may adopt a policy regarding trip efficiency, should it become necessary for such a policy to be in place to maintain high levels of trip efficiency.

The PROPOSER/CONTRACTOR shall be responsible to maintain the levels of on-time performance and trip efficiency such as are required to meet the demands of the service.

M. Personnel

The PROPOSER/CONTRACTOR shall be solely responsible for the provision and satisfactory work performance of all its employees. The employees are employed by the PROPOSER/CONTRACTOR not the RPTA. The PROPOSER/CONTRACTOR shall be solely responsible for payment of all employee and/or subcontractor’s wages and benefits. Without any additional expense to RPTA, the PROPOSER/CONTRACTOR shall comply with the requirements of employee liability, workers’ compensation, taxes, social security, Medicare, and unemployment compensation. The PROPOSER/CONTRACTOR shall notify the RPTA within twenty-four (24) hours of the removal or reassignment of the Operations Manager and shall periodically update it on the number, position and names of employees.

Prior to the implementation of the service on or before February 1, 2018, the PROPOSER/ CONTRACTOR shall develop, and thereafter maintain an appropriate personnel policies and procedure manual that describes the PROPOSER/ CONTRACTOR’S hiring standards, wages, benefits, disciplinary procedures, training programs and schedules, including full compliance with government mandated personnel policies, standards, and regulations, and submit a copy to the RPTA. All Proposals that respond to this RFP shall include a sample personnel policies and procedures manual which could be applicable to RPTA.

The purpose of the underlying contract is to provide quality, safe, dependable, and cost effective service which is responsive to the needs and circumstances of passengers. It is crucial, therefore, that the PROPOSER/CONTRACTOR engages personnel that shall be able to reflect and to pursue these qualities. The PROPOSER/CONTRACTOR shall be responsible for maintaining appropriate staff levels according to demand and service standards and its obligations under the contract. Any work to be subcontracted shall be presented to the RPTA and shall be subject to prior approval.

The PROPOSER/CONTRACTOR shall comply fully with FTA-required drug and alcohol regulations and requirements (refer to RPTA Drug and Alcohol Policy). The successful PROPOSER/CONTRACTOR shall maintain compliance with all Federal, State, and local laws, and rules and regulations regarding public transit service in the region served by the RPTA.

The PROPOSER/CONTRACTOR shall hire employees in numbers and positions sufficient and appropriate to permit it to meet its obligations and undertakings to provide transportation services, and shall maintain the necessary level of staffing. All employees shall be proficient in the English language. The RPTA shall not interfere with the employment processes and procedures of the PROPOSER/CONTRACTOR.

To the extent permitted by the contract created pursuant hereto and not otherwise prohibited thereby, the PROPOSER/CONTRACTOR may assemble a team of any mix of full-time, part-time, permanent, temporary, and subcontractor personnel, as long as the requirements and limitations of the underlying contract are honored and the requirements of this RFP are achieved, and as long as the personnel of any subcontractors meet the same requirements as the PROPOSER/CONTRACTOR’S personnel.

The PROPOSER/CONTRACTOR shall ensure that all safety sensitive personnel (i.e., dispatchers, drivers, attendants, maintenance, supervisors, Operations Manager, and any others directly engaged in the provision of services to customers and/or the supervision and maintenance of safety and security of the same) successfully complete all required training, testing and checks, except as noted, prior to performing safety sensitive job functions.

It is the PROPOSER/CONTRACTOR'S responsibility to ensure that all required training, testing, and checking programs are undertaken and provided. All costs associated with employee training shall be the responsibility of the PROPOSER/CONTRACTOR. As part of the FTA and Louisiana required drug and alcohol program, it shall be required that the supervisors and Operations Manager have received drug and alcohol reasonable suspicion training before the initiation of service. The PROPOSER/CONTRACTOR is encouraged to send its supervisors and Operations Manager to LaDOTD-sponsored drug and alcohol reasonable suspicion training. The cost of this training and instruction shall be paid by the PROPOSER/CONTRACTOR.

The RPTA shall review the training of employees to determine contract compliance. The PROPOSER/CONTRACTOR shall maintain and have available for review by the RPTA upon reasonable request all of the certifications, training records, testing records, and licenses of all personnel engaged by the PROPOSER/CONTRACTOR. The PROPOSER/ CONTRACTOR shall provide quarterly, information pertaining to the submittal of the Drug and Alcohol MIS report to the RPTA.

PROPOSER/CONTRACTOR shall make available all requested documentation of an employee's completion and compliance with necessary training. The RPTA shall have the authority to request that the PROPOSER/CONTRACTOR remove personnel from the transit service should occasion arise necessitating such request.

The PROPOSER/CONTRACTOR shall provide the RPTA with information as required in RPTA approved contingency plans designed to ensure the maintenance of service during work stoppages, emergencies, facility or vehicle problems, or other difficult circumstance.

The PROPOSER/CONTRACTOR shall provide at a minimum the following personnel. Other personnel shall be provided as deemed appropriate by the PROPOSER/CONTRACTOR to provide the service detailed in this RFP.

1) Operations Manager

The PROPOSER/CONTRACTOR shall designate one employee as the Operations Manager who shall serve as the liaison between the PROPOSER/CONTRACTOR and the RPTA and who shall be the contact person in this regard. The Operations Manager shall be charged with the day-to-day oversight of the entire RPTA Transit System. As such, the Operations Manager is ultimately responsible for ensuring that all functions of the various personnel as outlined below are carried out. Due to the critical role occupied by the position of Operations Manager, the PROPOSER/CONTRACTOR shall identify the person chosen to fill the position, and provide a detailed resume of the individual's experience. The Operations Manager shall be available, if requested, to be interviewed by the RPTA. The Operations Manager shall be required to attend RPTA board meetings and meet with the RPTA as necessary to review and discuss the service of the transit system. The Operations Manager shall assist the RPTA in the collection and compiling of data as required for grant applications, Federal and State reporting requirements, and securing local share funds. The Operations Manager shall from time to time be required to assist the RPTA in special projects as deemed necessary for effective service provision. The RPTA reserves the right to approve any changes in the designation of this employee. The Operations Manager shall attend public meetings and advisory meetings as required by the RPTA. The RPTA Chairman shall be the primary contact for all situations arising in conjunction with the operation of the transit service. The Operations Manager is subject to all training schedules as listed below for drivers and dispatchers.

2) Grants Manager

Assist the RPTA Board of Directors or their designee in filing for all grants, maintaining adequate documentation and processing grant close-outs, including STTARS, TRAMS, NTD and DOTD reports.

Assist the RPTA Board of Directors or their designee in preparing and submitting requests for reimbursement to accounting and compliance contractor under various grant programs.

3) Drivers

The PROPOSER/CONTRACTOR shall be required to furnish a sufficient number of qualified drivers to operate the vehicles and to provide the services. Drivers shall wear uniform shirts that identify them as transit drivers. All drivers shall be neatly and cleanly dressed, and shall maintain a courteous and cooperative attitude when in contact with the public. All drivers shall be at least twenty-one (21) years of age and properly licensed in the State of Louisiana to provide public transportation services. In addition, drivers who shall be operating vehicles seating more than sixteen (16) passengers (including the driver) or weighing more than 26,001 pounds shall possess a valid Commercial Driver's License (CDL) and meet all CDL requirements. A written record from the Louisiana Office of Motor Vehicles shall be submitted for each driver. PROPOSER/CONTRACTOR shall not employ drivers who do not meet the following minimum criteria:

- No more than one (1) moving violation per year for the past five (5) years.
- If his/her driver's license has ever been suspended, he/she shall have two (2) full subsequent years with no moving violations.
- Drivers shall successfully pass a drug and alcohol test.
- Under no conditions shall a PROPOSER/CONTRACTOR assign or hire a person that has been convicted of a felony or drug/alcohol related offense for employment with RPTA transit service.

Before a driver is permitted to operate a vehicle, they shall observe at least eight (8) hours with another driver or trainer. They shall also be familiarized with safety procedures including proper use of wheelchair lifts and tie downs, evacuation of the vehicle, and communication protocol in the event of an emergency before driving alone. All drivers shall receive the following training and review the following policies before transporting any passengers and shall have a sign off sheet verifying such:

- Personnel Policies
- Operations Manual
- Customer Service Policy
- Safety Policy

All drivers shall have received or shall receive the following training within three (3) months of hiring:

- Sensitivity training (including Passenger Assistance Techniques Training),
- Defensive Driving (including behind the wheel practice),
- System Security and Emergency Preparedness Plan Training (SSEPP) and
- A basic class in first aid, including OSHA Blood borne Pathogens Procedures Training.
- One hour of Drug and Alcohol Training.

Drivers shall receive refresher courses as required by the FTA, LaDOTD or RPTA. Drivers shall be required to maintain vehicle logs for each day of service. Logs shall include scheduled and actual pick up times, beginning and ending mileage, driver hours, no shows, and other pertinent information. Drivers shall also collect daily cash fares, tickets, tokens, coupons and turn these in daily to the Operations Manager at the end of their shift. Drivers are not permitted to eat, drink, smoke, or use personal cell phones while operating a RPTA vehicle.

NOTE: Trip logs may be kept by automated means and/or the dispatchers rather than manually by the drivers themselves.

4) Dispatchers

Dispatchers assigned to the transit program shall have a good knowledge of the service area, be generally knowledgeable of computers and data-entry, and preferably possess some experience dispatching for a demand

response transportation service. They shall possess effective communication skills in dealing with the general public. Dispatchers shall also receive sensitivity, safety, operations policy, personnel policy, customer policy, basic first aid, and drug and alcohol training as outlined above for drivers.

5) Personal Care Attendant (PCA)

The PROPOSER/CONTRACTOR shall not be required to provide personal care attendants (PCA), but the PROPOSER/CONTRACTOR shall allow an assisting aide to ride without payment when providing services for an Eligible Senior or Elderly and Disabled (E and D) person who cannot ride by themselves. The PCA ride shall be scheduled in advance. The PROPOSER/CONTRACTOR shall not be reimbursed for PCAs.

N. Vehicle Service Fleet

The Vehicle Service Fleet shall include all those vehicles which may be utilized in the direct provision of transit services. The RPTA shall provide five (5) vehicles initially for use in this service and may acquire more at a future date. The successful PROPOSER/CONTRACTOR shall provide maintenance for all vehicles utilized for the provision of service, as outlined in *Paragraph P*. The PROPOSER/CONTRACTOR shall conduct adequate and necessary safety inspections of vehicles and shall ensure that vehicles are available continuously in number and type adequate to meet the needs of the provision of services under the contract. It shall inform the RPTA when it deems that additional vehicles are necessary to either increase the service or to replace existing vehicles. The RPTA plans to provide 100% ADA compliant vehicles as a guarantee that disabled passengers are provided continued service. For passenger comfort, the heating and air conditioning units of all vehicles shall be kept in proper working order. RPTA may inspect vehicles at any reasonable time. RPTA reserves the right to request that vehicles not maintained in acceptable condition as required by the underlying contract be removed from service.

O. Risk Management, Safety and Security

Safety and security are core values of the RPTA. The PROPOSER/CONTRACTOR shall be required to follow all safety-related laws, regulations, and practices that govern behavior and activity in implementing the transportation service specified in this RFP.

The PROPOSER/CONTRACTOR shall provide all insurance necessary to cover the transit operations and vehicles. All such policies shall name the RPTA as a co-insured. Prior to the implementation of service, the PROPOSER/CONTRACTOR shall develop and thereafter the PROPOSER/CONTRACTOR shall maintain a risk management plan and program that describes the PROPOSER/CONTRACTOR'S efforts to cost-effectively minimize and manage risk in operations, maintenance, personnel, and other functions of the service, and that describes the PROPOSER/CONTRACTOR'S safety and security training programs, and the PROPOSER/CONTRACTOR'S accident and emergency response program. All PROPOSER/CONTRACTOR'S that respond to this RFP shall include a sample risk management policy which could be applicable to the RPTA and its service area.

The PROPOSER/CONTRACTOR, with the input and assistance of the RPTA, shall develop and implement a safety and security procedure for passengers, and shall disseminate information as to the same.

The PROPOSER/CONTRACTOR shall ensure that all mandated safety inspections are conducted and that safety certifications are kept up-to-date. The RPTA shall be notified within 12 hours of any accidents or collisions involving RPTA vehicles; any damage to the RPTA vehicles; and any incidents involving breaches of applicable safety and/or security policies or standards. Any incident in which there is any physical altercation whether between two passengers or between passenger and the driver shall be reported to RPTA within 12 hours. Passenger service complaints shall be referred to the RPTA designee for disposition and documentation. PROPOSER/CONTRACTOR shall be notified of disposition of complaint.

The PROPOSER/CONTRACTOR shall secure, provide, and maintain radio and/or cellular telephones so that each vehicle shall be in continuous communication contact with the dispatcher of the transit service, and have access to contact with safety and security support.

Prior to implementation of the RPTA transit service, the PROPOSER/CONTRACTOR shall develop, and thereafter the PROPOSER/CONTRACTOR shall maintain plans for dealing with drug/alcohol training and testing, blood-borne pathogen training and CPR/First Aid training, that describe the PROPOSER/CONTRACTOR'S plans for dealing with these topics and in maintaining compliance with government mandated policies. All Proposals that respond to this RFP shall have sample drug/alcohol training and testing, blood borne pathogen training and CPR training plans which could be applicable in the RPTA service area.

P. Vehicle Maintenance

PROPOSER/CONTRACTOR shall provide and maintain all vehicles at the PROPOSER/ CONTRACTOR'S expense as part of the underlying contract. The RPTA has five (5) vehicles and may purchase more in subsequent years of service as needed. Three (3) vehicles are needed during peak service (6:00 a.m. to 8:30 a.m., and 3:30 p.m. to 5:00 p.m.).

Prior to the implementation of RPTA service on or before February 1, 2018, the successful PROPOSER/CONTRACTOR shall develop and implement a vehicle maintenance plan in accordance with the manufacturer's specifications that describes inspection, other repairs not performed by the PROPOSER/CONTRACTOR, required minimum servicing, preventive maintenance, corrective maintenance, emergency maintenance, maintenance scheduling, maintenance records, computerization of the maintenance process, and other matters related to the appropriate upkeep and maintenance of vehicles utilized to the provision of RPTA services under the contract. This plan shall be subject to the review and approval of the RPTA

The PROPOSER/CONTRACTOR shall be responsible to provide all necessary and appropriate physical upkeep, maintenance, and repair for vehicles utilized in conjunction with the system, and for maintaining the appearance of all system vehicles so that they are properly groomed and appropriately marked and identified.

All vehicles shall be maintained at the PROPOSER/CONTRACTOR'S expense in accordance with the manufacturer's specifications. The PROPOSER/CONTRACTOR shall maintain appropriate service records for all vehicles used in the provision of service and records documenting that this work has been done shall be submitted to the RPTA on a monthly basis. Service records shall be kept and made available for all vehicles for a three (3) year period.

The PROPOSER/CONTRACTOR shall maintain routine daily vehicle safety and service logs as to each vehicle used in the direct provision of transportation services, and, upon reasonable request, make the same available for inspection by the RPTA.

The PROPOSER/CONTRACTOR shall provide the RPTA with monthly reports as to all vehicles with information as to the condition, mileage, and maintenance history of each vehicle, maintenance costs of each vehicle, and other relevant information incident thereto, and shall make the related data and records available and accessible to the RPTA. The monthly reports shall include day-by-day information as to vehicles available for service.

The PROPOSER/CONTRACTOR shall operate vehicles that have functioning air conditioning, heating, and seatbelts, as well as wheelchair tie-downs where appropriate. If damage to a vehicle renders the vehicle inoperable, the PROPOSER/CONTRACTOR shall obtain a comparable substitute vehicle, until the vehicle can be replaced or repaired and returned to service. The PROPOSER/CONTRACTOR and the RPTA shall establish policies and procedures detailing responsibilities for obtaining replacement vehicles so that service is not interrupted.

All vehicles shall be subject to the following requirements:

- Exteriors shall be kept clean and free of grime, cracks, breaks, dents, and peeling paint that noticeably detracts from the overall appearance.
- Interiors shall be kept clean and free from torn, broken and/or damaged seats, floor coverings, handrails, etc.
- Each vehicle shall contain a fire extinguisher, first aid kit, and two way radios or cell phones for communication to dispatch. All items shall be maintained in good working condition.
- Should RPTA vehicles be installed with video cameras, these shall be maintained in good condition.
- Seat belt cutter appropriate for the belts and wheelchair restraints in each vehicle.
- Materials necessary to comply with OSHA's Blood borne Pathogens Regulations.
- All vehicles must have current Louisiana brake tags and licenses.

Vehicle cleaning schedule shall be:

- Swept and vacuumed daily, all loose trash shall be removed.
- Twice weekly: Interior shall be wet mopped, seats and dashboard areas wiped with detergent and disinfectant solution.
- Twice weekly: Exterior shall be washed with detergent, all wheels and wells shall be cleaned thoroughly with steam cleaning provided as necessary.
- Weekly: Interior windows glass shall be washed.
- Semi-Annually: Each vehicle shall be waxed and compounded as necessary.

If the PROPOSER/CONTRACTOR subcontracts out some maintenance work, then the PROPOSER/CONTRACTOR shall comply with any certifications and assurances that need to apply to such subcontract work.

Q. Fuels and Materials

PROPOSER/CONTRACTOR shall be solely responsible for vehicle fueling and all costs related therein.

R. Insurance

The PROPOSER/CONTRACTOR shall obtain and maintain an insurance policy that includes the following items and that names the RPTA as an additional insured.

- a) Commercial fleet liability insurance with primary limits of a minimum of \$1,000,000 for bodily injury and \$500,000 for property damage.
- b) In addition, a minimum \$5,000,000 umbrella policy, covering both bodily injury and property damage.
- c) Collision and comprehensive coverage on all vehicles on an actual cash value basis.
- d) The RPTA shall be listed as an additional insured by endorsement of the vendor's insurance policy.
- e) The policy shall indemnify and hold harmless the RPTA and any officer, employee, agent, or department thereof from any claim or liability which may arise from the PROPOSER/CONTRACTOR'S direct or imputed negligence in its operations hereunder.

Any deductible on such policies shall be paid by the PROPOSER/CONTRACTOR. Deductibles and self-insured retainers, if any, shall be identified in the underlying contract. PROPOSER/CONTRACTOR shall identify their insurance agents and underwriting company. Each PROPOSER/CONTRACTOR shall submit a letter of commitment from its insurance carrier certifying their intent to insure the PROPOSER/CONTRACTOR for the proposed transit service as set forth herein with assurance of availability of coverage. RPTA shall be named as an additional insured on all such policies.

The RPTA shall be notified within 12 hours of any accidents and shall be provided with a copy of the accident, claim or damage report within 48 hours. Accidents shall be reported to RPTA within the 12 hour timeframe if any of the following conditions result:

- Total accrued damages exceed \$500
- Personal injury regardless of severity whether discernible or alleged
- Two or more vehicles are involved

- Any destruction of property
- Pedestrian was involved

All damages to vehicles shall be repaired within thirty (30) days of occurrence in a high quality manner, regardless of cause. Each policy of insurance shall contain the following clause:

“It is agreed that these policies shall not be canceled or the coverage reduced until thirty (30) days after the RPTA has received written notice of such cancellation or reduction by certified mail or via U.S. mail to the RPTA Chairman at P.O. Box 244, Laplace, LA 70069-2444.”

The successful PROPOSER/CONTRACTOR shall provide proof of insurance coverage no later than ten (10) days prior to commencing the RPTA service.

S. Facilities

The RPTA does not own operational facilities at this time. The PROPOSER/CONTRACTOR shall provide suitable facilities that will accommodate all functions to be performed by the PROPOSER/CONTRACTOR. This includes: office space for a call center for reservation, scheduling and dispatch operations, maintenance and storage facilities for the vehicles utilized by the RPTA as well as all necessary furnishings, equipment, and supplies. The quality and size of the facility is up to the discretion of the Contractor, but the RPTA requires a facility that will insure that the vehicles used for the service will be maintained properly and will be safe from vandalism. The facility must also be located within the confines of St. Charles Parish or St. John the Baptist Parish that will minimize both the expenditure of deadhead hours and miles and the impact on customer service. These facilities shall be available for inspection by the RPTA on a quarterly basis. This includes inspection of records kept on site. The cost of such facilities shall be part of the PROPOSER/CONTRACTOR cost proposal. In the future the RPTA may provide such facilities as funding is available to it through Federal, State or local programs.

T. Information and Communication Technology

The RPTA intends to purchase computers, software, radios and other communication equipment through FTA grants. Such equipment will be included in a lease to the PROPOSER/CONTRACTOR for use in providing the transit service. However, the PROPOSER/CONTRACTOR shall be responsible for ensuring that all such equipment is maintained and properly working in order to implement and support the service. For safety and dispatching purposes, drivers shall always have the ability to be in contact with a dispatcher or supervisor when service is in operation. The PROPOSER/CONTRACTOR may operate 2-way radio capability with a GPS component.

U. Billing

The PROPOSER/CONTRACTOR shall submit daily reconciliation sheets with the submittal of the cash fares, which shall be verified by the RPTA. The PROPOSER/CONTRACTOR shall provide a monthly invoice to the RPTA within five (5) business days of the end of the calendar month within which service was provided. Following a verification of the invoice with the documentation submitted RPTA shall pay the PROPOSER/CONTRACTOR within thirty (30) days after receipt and verification of the proper and appropriate payment invoice

The RPTA may, at any time, conduct an audit of any and/or all records kept by the PROPOSER/CONTRACTOR for the RPTA service. Any overpayment uncovered in such an audit shall be charged against the PROPOSER/CONTRACTOR'S future invoices. The PROPOSER/CONTRACTOR shall not bill or be paid for cancelled trips, or 'no show' trips.

V. Records, Reports, Monitoring and Reporting

The PROPOSER/CONTRACTOR shall be responsible for properly maintaining separate records and summaries for the RPTA service as are reasonably necessitated by the underlying contract. The PROPOSER/CONTRACTOR shall keep up-to-date and comply with all required Federal, State, and local certifications, assurances, and licenses that are specified in this RFP; that otherwise are required; or that become necessary hereafter.

The PROPOSER/CONTRACTOR shall maintain daily logs of trips. Such logs shall conform to the LaDOTD and FTA requirements and provide a breakdown by urban and rural zones and for the system as a whole. The information collected shall include drop off and pick up locations, number of passengers boarding/unboarding at each point, numbers of passengers boarding by time of day, total passengers and fares collected by zone, number of elderly and handicapped discounted fares, hours of operation, service hours, mileage and other information as may be required by the State or Federal funding entities. Such reports shall be provided with the invoice within five (5) business days of the end of the calendar month within which service was provided. Incomplete information at the time of invoicing will be grounds for non-payment.

The RPTA shall ensure that all the LaDOTD and FTA operating and reporting requirements and those requirements of the social service agency agreements are met. The PROPOSER/CONTRACTOR shall cooperate with RPTA to ensure compliance, and shall provide the service and maintenance data needed to be provided by the PROPOSER/CONTRACTOR for that compliance.

It is crucial that the RPTA and the successful PROPOSER/CONTRACTOR successfully pass any FTA, LaDOTD or other governmental-required performance compliance or other audit. The RPTA shall be permitted to review and audit the files of the PROPOSER/CONTRACTOR, to ensure that documents and information are in the format and level of accuracy and comprehensiveness to preclude an unfavorable audit finding. The RPTA shall provide reasonable notice to the PROPOSER/ CONTRACTOR prior to any such review or audit of files. No notice shall be required for vehicle on-road inspections to be conducted by the RPTA. The PROPOSER/CONTRACTOR shall instruct its drivers to allow RPTA personnel to have right of entry on vehicles upon showing proper identification. The PROPOSER/CONTRACTOR shall keep an accurate log of all RPTA service operated; actual versus scheduled pick-up and drop-off times; delays; trip denials; passengers carried; no-shows; safety and security incidents; one-way trips, hours available for service; vehicle hours and miles; accidents; and road calls, and enter the data into the computerized scheduling system. Further, the PROPOSER/CONTRACTOR shall provide to the RPTA full and accurate information in these regards in the form of a report each calendar month. The PROPOSER/CONTRACTOR shall submit an annual financial statement to the RPTA.

As permitted by law, the contractor shall ensure confidentiality of client information as the same is appropriate or required. All records, books, accounts and reports required by the underlying contract shall be maintained and retained for a period of three (3) years from the date of termination or expiration of this contract, except in the event of litigation, settlement of claims or auditing questions arising from the performance of the underlying contract. In such cases, the successful PROPOSER/CONTRACTOR shall agree to maintain the same until the RPTA, the FTA Administrator, the Comptroller General of the United States, LaDOTD, or any of their authorized representatives have disposed of all such litigation, appeals, claims or exceptions thereto.

W. Audits and Customer Satisfaction Surveys

The RPTA, State of Louisiana and FTA, or their designee(s) may at any time perform audits of the financial books, records, and accounts of the PROPOSER/CONTRACTOR. The PROPOSER/CONTRACTOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of three (3) years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract. Any overpayment to the PROPOSER/CONTRACTOR as may be determined by an audit shall be refunded to the RPTA, LaDOTD and/or FTA. The RPTA reserves the right to conduct management performance audits. The RPTA also reserves the right to implement its own independent service and customer relations monitoring system, which shall include direct observation by RPTA personnel, as well as the possibility of using incognito personnel drawn from other sources. In addition, the RPTA shall also conduct customer satisfaction surveys on an as needed basis. The PROPOSER/CONTRACTOR shall be given yearly performance measurement and improvement goals with expectations of achieving them. The PROPOSER/ CONTRACTOR and the RPTA shall collaborate yearly on the establishment and enforcement of such goals to ensure that they are fair and reasonable.

X. Marketing and Public Relations and Education

The marketing and public relations and education component involves marketing that will generate revenue for support of the system and marketing that promotes ridership.

1) Revenue Marketing

The PROPOSER/CONTRACTOR will develop a marketing program that provides for advertisement as allowed by the FTA and LaDOTD on RPTA owned vehicles and on potential future bus shelters or benches. The program will involve devising policies and procedures that are approved by the LaDOTD and meet the guidelines of the FTA, establishing a schedule of advertising fees and creating a standardized contract for advertising. Any funds so generated will belong to the RPTA and will be used to help meet the overall expenses of the transportation system. Such funds will be deposited directly into an RPTA account and reported on a monthly basis along with farebox and other revenues. The PROPOSER/CONTRACTOR will be the point of contact for distributing information about advertising opportunities, scheduling advertising on RPTA properties and for maintaining all contracts and records for any such advertising.

2) Marketing to Promote Ridership and Public Relations and Education

The PROPOSER/CONTRACTOR shall develop a marketing and advertising program. Once approved by the RPTA, the PROPOSER/CONTRACTOR shall be responsible for implementation of the marketing and advertising campaign. The PROPOSER/CONTRACTOR shall also assist the RPTA in developing and distributing to consumers and their families educational material regarding mobility training, as well as the rules of acceptable conduct by passengers and staff. The RPTA, in conjunction with the PROPOSER/CONTRACTOR, and other social services agencies may develop special mobility training for the consumers of the specific agencies.

The RPTA and the PROPOSER/CONTRACTOR shall develop, and the PROPOSER/CONTRACTOR shall implement and enforce specific rules as to acceptable passenger conduct and decorum while riding a transportation vehicle which shall prohibit eating, drinking, smoking, the possession or use of illegal drugs, the consumption of alcohol or an open container of the same, violence, possession or use of weapons, and other offensive behavior. Any such regulations shall take into account the specific and particular needs of many of the passengers of the system.

Y. Meeting

The RPTA holds monthly public meetings at which service problems and proposed solutions may be discussed. Additional meetings may be required (especially at the beginning of the contract) in order to ensure open communication with the PROPOSER/CONTRACTOR. Unless otherwise notified, the PROPOSER/CONTRACTOR'S Operating Manager or other employee with decision making authority shall be required to attend all such meetings.

The RPTA and the successful PROPOSER/CONTRACTOR shall have regular meetings to discuss the ongoing transit service, potential changes in service, and general conditions of the transit service. These meetings shall be informal and ongoing throughout the term of the contract.

All Records of the RPTA are Public Records

The PROPOSER/CONTRACTOR acknowledges that records and documents it prepares and submits to the RPTA and records and documents it prepares on behalf of the RPTA are public records. It will comply with all FTA, Federal and State government reporting, record keeping and public access requirements. The PROPOSER/CONTRACTOR will locate a secure, safe and flood proof environment for the RPTA records and it will maintain hard copies of all such records in accordance with Louisiana State Laws.

SECTION VII. SYSTEM FUNDING

The RPTA operates a Public Transit System under the guidelines of 49 USC 53. The RPTA is funded through Sections 5307, 5309 and 5311 for the operation of the system. The local share component of the system funding is a combination of local and private agency support and other revenues received. At the time of this RFP the following are the anticipated funding sources for this project.

St. Charles Parish

St. John the Baptist Parish

Louisiana Transportation Fund

LaDOTD Section 5311 Operating

LaDOTD Section 5311 Capital

FTA Section 5307 Capital and Preventive Maintenance

FTA Section 5309 Capital and Preventive Maintenance

FTA New Freedom Grant Program

FTA JARC Grant Program

Farebox Revenue

Service Agreements/Vouchers

SECTION VIII. PROPOSAL SUBMITTAL AND FORMAT

The RFP shall be issued in hard copy or electronically (via e-mail) in Adobe Acrobat (*.PDF) format, depending on the needs, desires, and specific request of the PROPOSER/CONTRACTOR. The responses and proposals from potential service providers shall be submitted in hard copy. Electronic copies via e-mail and in Adobe Acrobat (*.PDF) format) may also accompany, **but may not substitute for, the hard copy.**

PROPOSER/CONTRACTOR bears total responsibility for ensuring their proposal is complete and arrives on time. Proposals received by Facsimile or email will not be considered. PROPOSER/CONTRACTOR shall comply with each and every requirement of this RFP to be considered responsive. Proposals shall be submitted with one easily reproducible original attached forms and all submitted documents. All original signatures shall be in **BLUE OR BLACK INK.** If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms. Before completing the RFP, the PROPOSER/CONTRACTOR should become familiar with the “Standard Contract Language and Certifications and Assurances” section of this RFP.

Along with the RFP, respondents shall submit:

1. A brief cover letter, signed by an officer or principal of the responding organization, which states that the information contained in this submission is accurate and complete as of the date of submission and indicates how much time PROPOSER/CONTRACTOR would require from notification of award to start-up.
2. A statement of insurability to the limits stated in the RFP from a reputable insurance agent.
3. PROPOSER/CONTRACTOR shall provide one copy of their most recently completed financial audit. If the audit is not for the most recent year, an explanation shall be provided.

Format and content of the Proposal shall include the following:

1. The Proposals shall be submitted in **two (2) envelopes, a Service Proposal and a Cost Proposal, each submitted in a separate, sealed envelope containing one (1) easily reproducible unbound, original.** The Service Proposal envelope shall be labeled “Service Proposal for RPTA Transit System” and the Cost Proposal envelope shall be labeled “Cost Proposal for RPTA Transit System.” Each label shall clearly identify the PROPOSER/CONTRACTOR, including mailing address and contact person(s) with phone number.
2. The Cost Proposal shall include a discussion and rationalization for the proposed cost and it shall include completed *Cost Proposal* from *SECTION XIV: SUBMITTAL FORMS.*
3. The Service Proposal shall be accompanied by a cover memo, signed by an officer of the proposing organization, which states that the information within the Service Proposal is accurate and complete. The cover letter shall also state the amount of time required from notification to proceed (contract signing) to start-up.
4. The Service Proposal shall include a detailed description of the firm’s background and experience in providing public transit (see *Section X. Qualifications of Proposer* for the content of this section).
5. The Service Proposal shall include a proposed operations plan section and maintenance plan section. Both of these features, although closely linked in practice, shall be discussed separately and in detail. The Service Proposal shall address how the PROPOSER/CONTRACTOR intends to meet the features of the scope of work discussed in *Section VI* of this RFP.
6. The Service Proposal shall conclude with an appendix that includes proof of insurance, bonding, compliance with FTA regulations, 49 CFR sections, and completed and signed documents of the certifications and assurances. The contents of the Proposals shall not be altered or embellished by any PROPOSER/CONTRACTOR as the same bears on the submission of a full, complete, and responsive Proposal. The RPTA may amend and correct the RFP before Proposals are due.

All Proposals are to be full and complete and reflect the specifications set forth in this RFP, as amended and corrected by the RPTA, and shall include all required plans, programs and policies.

The RPTA reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal that is deemed most favorable to the RPTA. The RPTA reserves the right to extend the due date of the RFP should it become in the best interest of the RPTA to do so.

The RPTA reserves the right to reject any Proposal that exceeds the RPTA's ability to fund the project. Unit costs are expected to be as low as possible and practical, and to reasonably reflect operating conditions in this part of Louisiana.

All Proposals and supporting or accompanying documents and material submitted shall become, and remain, the property of the RPTA. Responses to this RFP will not be publicly opened in order to ensure the integrity of the negotiation process that follows. FTA's *Best Practices Procurement Manual, Appendix B-1, §1.1.4.1* states as follows: "Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only members of the Selection Committee and Evaluation Team and other Procuring Agency officials, employees and agents having a legitimate interest will be provided access to the proposals and evaluation results during this period."

The RPTA will endeavor to keep all materials submitted as part of this RFP confidential, to the extent it can under applicable law.

Questions, Changes, and Clarifications

To facilitate the clarification of requirements, PROPOSER/CONTRACTORS are requested to submit questions in writing no later than **4:30 p.m. (CT) on Monday, November 13, 2017** to:

Lauren Andrews, Senior Transit Planner

Solutient Corporation

330 N. Carrollton Ave.

New Orleans, Louisiana 70119

Telephone No. 504-304-2000; Facsimile No. 504-304-2001

If questions are emailed, please email to transit@Solutient.com and copy the email to landrews@solutient.com

Answers to questions and clarifications shall be distributed on or before **Monday, November 20, 2017; 4:30 PM (CT)**: Lauren Andrews, Senior Transit Planner Solutient Corporation, the contact person for RPTA for questions regarding this RFP. The RPTA shall not be responsible in any manner for verbal answers or instructions regarding this RFP. The RFP, as amended and corrected, and the Proposals with incident and accompanying Proposals, as amended and corrected, shall constitute the entire agreement between the RPTA and the successful PROPOSER/CONTRACTOR. There shall be no verbal agreements.

SECTION IX. EVALUATION OF PROPOSALS

The RPTA will form a Selection Committee of three (3) persons who shall review and analyze each response with the assistance of the Solutient Corporation staff. The Service Proposals will be opened first and analyzed. If a Service Proposal is found to be non-responsive based on the requirements of this RFP, the Cost Proposal submitted by the PROPOSER/CONTRACTOR will be returned unopened.

A description of the evaluation criteria is provided herein. It explains the basis for rating each Proposal. Service Proposal received shall be evaluated on a technical basis prior to being evaluated on a cost basis. However, not all Proposals received will be evaluated on a cost basis. Only the most technically qualified PROPOSER/CONTRACTORS shall be evaluated on a cost basis, and negotiations may be entered into with no more than two firms.

Each member of the Selection Committee shall independently evaluate and score each Service Proposal on its technical specifications. Once this is complete, the Committee shall meet to discuss the technical evaluation. Once the Selection Committee has agreed to the scores of each Service Proposal, it shall begin evaluating the Cost Proposals. The Selection Committee shall select no more than two PROPOSER/CONTRACTORS with which to enter into negotiations. Interviews and/or negotiations may be conducted with the top two PROPOSER/CONTRACTORS which meet the minimum requirements, and have the highest evaluation score. Following the interviews or negotiations, the RPTA shall award a contract to the responsible PROPOSER/CONTRACTOR whose proposal is most advantageous to the RPTA program with price and other factors considered. In determining which proposal is most advantageous, the RPTA shall consider the PROPOSER/CONTRACTOR whose submittal package offers the greatest business value to RPTA based upon an analysis of qualitative technical and price/cost factors. Said factors will help RPTA to determine which proposal represents the “best value” to RPTA.

Audited financial statements: As part of the evaluation process, the RPTA shall review the financial stability and ongoing viability of PROPOSER/CONTRACTORS. This includes the financial statements of any subcontractors proposed in the responses. Each PROPOSER/CONTRACTOR shall either provide its most recent audited financial statements that provide the three (3) most recent years of business activity or be willing to provide this information upon request. In this case, the RPTA shall become the custodial party of the financial statements, and these shall be returned to the PROPOSER/CONTRACTOR’S representative once the review is completed.

Evaluation Procedures:

The Selection/Evaluation Committee will first evaluate proposals.

- A. After thoroughly evaluating both Service and Cost Proposals, a Contract will be awarded to the lowest and best PROPOSER/CONTRACTOR as determined in the discretion of the RPTA, or all proposals will be rejected in accordance with the following procedures:
 - a. In determining which PROPOSER/CONTRACTOR is the lowest, the RPTA shall consider the Base Proposal and any Alternate or Alternates which the RPTA determines would be in its best interests to accept. Substitutions shall not be considered.
 - b. The total of the proposals for the accepted Alternate(s) shall be added to or deducted from the Base Cost Proposal, as applicable, for the purpose of determining the lowest Proposer/ Contractor.

- B. A PROPOSER/CONTRACTOR for a Contract shall be considered responsive if the PROPOSER/CONTRACTOR’S proposal to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the proposal or otherwise give the PROPOSER/CONTRACTOR a competitive advantage.
 - 1. A PROPOSER/CONTRACTOR may be rejected as non-responsive if the PROPOSER/CONTRACTOR’S proposal does not contain a written price/cost guarantee signed by an officer of the company submitting the Proposal which

holds price/cost firm and unchanged for ninety (90) days from the date of submission of the Proposal, or is otherwise determined to be insufficient by the RPTA.

2. A PROPOSER/CONTRACTOR may be rejected as non-responsive if the PROPOSER/CONTRACTOR's proposal does not contain an executed Non-Collusion Affidavit.
 3. A PROPOSER/CONTRACTOR may be required to furnish samples and a complete statement of the origin, composition and manufacture of any or all materials to be used for the Work. A PROPOSER/CONTRACTOR may be rejected as nonresponsive for failure to provide requested samples or if samples fail to demonstrate that materials are of sufficient quality or fitness for the Work.
 4. Each non-responsive PROPOSER/CONTRACTOR shall be notified in writing by certified mail of the finding and the reasons for the finding.
- C. In determining whether a PROPOSER/CONTRACTOR is best, factors to be considered include, without limitation:
1. Preferences required by law, where applicable;
 2. The experience of the PROPOSER/CONTRACTOR;
 3. The financial condition of the PROPOSER/CONTRACTOR;
 4. Compliance by the PROPOSER/CONTRACTOR and related persons with ethics laws;
 5. The conduct and performance of the PROPOSER/CONTRACTOR on previous contracts, which shall include, without limitation, compliance with prevailing wage laws and equal opportunity requirements;
 6. The facilities of the PROPOSER/CONTRACTOR;
 7. The management skills of the PROPOSER/CONTRACTOR;
 8. The ability of the PROPOSER/CONTRACTOR to execute the Contract properly; and
 9. The ability of the PROPOSER/CONTRACTOR to perform at least 51% of the work with its own employees.
- D. The RPTA shall obtain from the best PROPOSER/CONTRACTOR any information that it deems appropriate to the consideration of factors showing that such PROPOSER/CONTRACTOR's proposal is best, including without limitation the following:
1. Overall experience of the PROPOSER/CONTRACTOR, including number of years in business under present and former business names;
 2. Complete listing of all ongoing and completed public and private service contracts of the PROPOSER/CONTRACTOR in the last three (3) years, including the nature, status and value of each contract and a name, address, and phone number for a representative of the owner of each related project;
 3. Complete listing of any Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) or other regulating entity issues or citations in the last 10 years;
 4. Certified financial statement with trade and bank references;
 5. Description of relevant facilities of the PROPOSER/CONTRACTOR;
 6. Description of the management experience of the PROPOSER/CONTRACTOR's project manager(s) and superintendents(s);
 7. Complete list of all subcontractors and material suppliers; and
 8. Current Louisiana Workers' Compensation Certificate.
- E. If the lowest responsive PROPOSER/CONTRACTOR is best, the Contract shall be awarded to such PROPOSER/CONTRACTOR unless all proposals are rejected.
- F. If the lowest responsive PROPOSER/CONTRACTOR is not best, and all proposals are not rejected, the RPTA shall follow the procedures set forth in subparagraphs (C) and (D) above, with each next lowest responsive PROPOSER/CONTRACTOR until the contract is awarded, all proposals are rejected or all responsive PROPOSER/CONTRACTORS are determined to be not best.

- G. The RPTA may obtain the information described in subparagraph (D) from several PROPOSER/CONTRACTORS simultaneously, but shall review each PROPOSER/CONTRACTOR's information separately and not comparatively.
- H. Each PROPOSER/CONTRACTOR shall provide requested information within such time limits as the RPTA shall establish.

Rejection of Proposal:

If after evaluation the lowest PROPOSER/CONTRACTOR is determined to be not responsive or best, the RPTA shall reject such proposal and shall notify the PROPOSER/CONTRACTOR in writing by certified mail of the finding and the reasons for the finding.

Quality Evaluation Criteria

Following is the proposed evaluation criteria and scoring for ranking of proposals. The maximum amount is 100 points.

Evaluation Criteria	Maximum points	Score
Scope of Services (Proposer has demonstrated a thorough understanding of the scope of the project and their role and responsibilities within the transit system.)	50	
Specific Experience (Proposer experience with similar services type; dispatching scheduling, and reporting; previous performance record, knowledge of public record keeping, government accounting requirements, familiarity with federal and state funding regulations)	25	
Personnel (Experience of management staff, etc.)	20	
Responsiveness to RFP (Proposal is organized and responsive to all areas contained in the RFP)	5	
Service Proposal Total	100	

SECTION X. QUALIFICATIONS OF PROPOSER

PROPOSER/CONTRACTOR may be private for-profit corporations, private non-profit corporations, or public bodies. A PROPOSER/CONTRACTOR may be one entity or a group of entities operating as a joint venture or in other appropriate legal form.

PROPOSER/CONTRACTORS shall discuss the background and history of their organization in operating public transit systems. This discussion shall focus on how long they have been in the transit business, what type of riders they have transported, and an explanation of transit systems operated.

PROPOSER/CONTRACTORS shall explain the philosophy of their organization in providing quality public transit service to customers. In discussing their philosophy, PROPOSER/CONTRACTORS shall talk about how they intend to address and internalize the RPTA's Core Values of Public Transit Service, as listed in *Section XI* when providing day-to-day operations and service. PROPOSER/CONTRACTORS shall also discuss their understanding of and ability to accomplish the following:

1. Provide, operate, and maintain efficient and high quality demand responsive passenger transportation;
2. Address the needs of special populations (including the very young, the elderly, people with cognitive disabilities, people with mental disabilities, low income people and people with mental health issues) with appropriate attention and consideration to the particular needs of the same;
3. Establish and maintain an excellent working relationship with the RPTA;
4. Meet the rural and urban public transit requirements associated with FTA, and LaDOTD and other transit funding programs;
5. Operate efficiently and knowledgeably in the RPTA transit service area as the service required by the contract necessitates; and
6. Maintenance scheduling.

The PROPOSER/CONTRACTORS shall demonstrate that their business or organization is financially stable and well managed, and fiscally and technically capable of providing transit service to the RPTA. The PROPOSER/CONTRACTOR shall provide a brief history of the organization and a copy of the most recently completed financial audit, and shall identify the legal status of their organization(s).

PROPOSER/CONTRACTORS shall describe their company, entity, or agency, including the ownership of the same (including any foreign ownership), the decision-making hierarchy of the organization, the various branches of the organization, incorporation status (if applicable), and location of the main and significant branch offices, facilities, and operations.

PROPOSER/CONTRACTORS shall state if the organization has ever defaulted on a contract and if there are any legal actions currently against them or anticipated to be against them.

PROPOSER/CONTRACTORS shall state the recent history (within the last three (3) years) of accident claims paid out as part of any transportation service operated by the PROPOSER/CONTRACTOR.

PROPOSER/CONTRACTORS shall describe the qualifications of their organization, including proposed project staffing, experience with similar projects, reference contacts, and all clients for the last five (5) years. Each PROPOSER/CONTRACTOR shall provide a resume/work history of key personnel who it is anticipated shall be assigned to the RPTA; including an on-site Operations Manager, maintenance manager, and any corporate or other technical assistance/consulting staff.

Each PROPOSER/CONTRACTOR shall submit a list of references. A detailed resume for the proposed Operations Manager showing work history, identifying employers and years of service at previous places of employment.

SECTION XI. RIVER PARISHES TRANSIT AUTHORITY CORE VALUES FOR QUALITY PUBLIC TRANSIT

RPTA seeks to provide an efficient, cost effective public transit system that meets the need of the general public. To that end, the RPTA desires to promote a service that achieves the following core values.

- A Timely service
- A Customer Focused-Customer Driven System
- Responsiveness
- Sensitivity to Mobility Needs of Riders
- On-Time Performance
- No Rider Left Behind
- Safety and Security
- Effectiveness of Service
- Kindness and Sensitivity to Riders
- A System Designed for Everybody

SECTION XII PROCUREMENT PROTEST PROCEDURE

In response to Federal Transit Administration (FTA) Circular 4220.1E, "Third Party Contracting Guidelines," it is the RPTA's policy to consider all protests or objections regarding the award of a contract, whether submitted before or after award. The following procedure shall be observed when considering protests in connection with this request for a transit operations service contract. All protests must be made in writing and mailed or hand-delivered within the stated time frame. RPTA will not be responsible for potential contractors missing a deadline or submitting an incomplete challenge.

A. PRE-PROPOSAL CHALLENGE PROCEDURE

A pre-proposal phase protest is received prior to the proposal due date. In all cases, the services, equipment, parts, or materials furnished under a contract shall fully comply with the plans, specifications, and scope of services attached to the request for proposals. All pre-proposal challenges by interested parties, based upon restrictive or unclear scopes of work, the procurement process, alleged improprieties, or similar situations shall be received by the Lauren Andrews, Solutient, in writing, no later than **4:30 p.m. (CT) on Monday, November 27, 2017**. If the written protest is not received by the time specified herein, the protest shall be disregarded.

Any challenge must be fully supported with technical data or other pertinent information as evidence. A challenge will not be considered by the Solutient Corporation if it is insufficiently supported or if it is not received by the within the specified time limits.

With respect to any challenge considered by the Solutient Corporation will respond in detail to each substantive issue raised. Solutient written response will be postmarked or transmitted at least five (5) business days prior to the proposal due date, or by **December 4, 2017**.

B. PRE-AWARD PROTEST PROCEDURE

A pre-award protest is a protest against making an award and is received after receipt of the proposals, but before award of a contract. A prime contractor or an adversely affected subcontractor is eligible to file an appeal from the decision of the Procuring Agencies, Project Administrator. All appeals shall be filed, in writing, not more than five (5) business days from the date of determination, by 4:30 PM local time, with the RPTA in care of Solutient. At a minimum, the appeal shall include the name and address of the appellant; the telephone and FAX numbers of the appellant; the action, which is the subject of the appeal; the reason for the protest; and a statement of the remedy sought.

With respect to any challenge considered by the RPTA, a detailed response will be provided to each substantive issue raised. A written statement of the RPTA's final decision will be postmarked within five (5) business days of the date of their decision. All decisions of the RPTA Board are final.

C. POST-AWARD CHALLENGE PROCEDURE

A post-award protest is a protest received after award of a contract. Any interested third party may challenge RPTA's selection of a responsible provider. All challenges shall be filed, in writing, within five (5) business days of the proposal award, by 4:30 PM local time, with the RPTA. At a minimum, the challenge shall include the name and address of the challenging party; the telephone and facsimile numbers of the challenging party; the action, which is the subject of the protest; the reason for the protest; and a statement of the remedy sought. The letter should include all information available to the protestor relevant to a determination of whether the challenged party is in fact the selected, responsible provider. The challenge should be specific. A protest will not be considered by the RPTA, if it is insufficiently supported or if it is not received within the specified time limits. The RPTA shall determine, on the basis of information provided by the protestor, whether there is reason to believe that the challenged party should not have been awarded the contract.

If the RPTA determines that there is no reason to believe that the challenged party should not have been awarded the contract, the RPTA shall so inform the protestor in writing. In this letter, the RPTA shall respond, at least generally, to each material issue raised in the protest.

If the RPTA determines that there is reason to believe that the challenged party should not have been awarded the contract, the RPTA shall begin a proceeding to re-evaluate the proposal award. The RPTA shall notify all involved or affected responders to this request, in writing, that the contract award has been challenged. The notice may identify the challenging party and summarize the grounds for challenge. The notice shall also require the challenged party to provide RPTA, within a reasonable period of time, any information necessary to permit the RPTA to evaluate the challenged party's designation as the selected, responsible contractor. The RPTA shall evaluate the information available and make a preliminary determination. The RPTA shall notify both parties of this preliminary determination in writing, setting forth the reason for the determination. In the event the RPTA determines that the challenged party should not have been awarded the contract, RPTA, at its discretion, may re-evaluate the evaluation process with the remaining responders or re-announce the RFP. All decisions of the RPTA Board are final.

D. PRE-PROPOSAL CHALLENGE APPEALS PROCEDURE

Any aggrieved person who was a party to the above pre-proposal challenge, or any person who possesses a direct financial interest in the determination, is eligible to file an appeal. All appeals should be filed, in writing, within five (5) business days of the date of determination, during normal working hours, with Lauren Andrews; Solutient Corporation; 330 N. Carrollton Ave.; New Orleans, Louisiana 70119; Telephone number: 504-304-2000. Such appeals will be forwarded immediately to the RPTA Board.

At minimum, the appeal shall include the name and address of the appellant; the telephone and facsimile numbers of the appellant; the action which is the subject of the appeal; the specific reason for the appeal; a statement of the remedy sought; and a copy of the Solutient determination. A protest will not be considered by the RPTA, if it is insufficiently supported or if it is not received within the specified time limits.

A request for reconsideration may also be filed following this same procedure on any protest should data become available that was not previously known, or there has been an error of law or regulation. Such a request must be filed within five (5) business days of the date of the RPTA's determination.

The RPTA will notify the appellant in writing to inform the parties of any information needed from then in order to respond to the appeal. Within ten (10) business days of the conclusion of the review, the RPTA shall prepare a factual summary of the review and a final determination. In the report, all material issues raised in the protest shall be addressed in detail. This report shall be delivered to Solutient, with copies to the parties. This determination shall be final.

E. FTA OVERSIGHT

The FTA will only review protests that allege failure of the RPTA to have written protest procedures or failure to follow such procedures, or its failure to review a complaint or protest. A protest to the USDOT/FTA must be filed in accordance with FTA Circular 4220.1E. Alleged violations on other grounds, to the extent that they are justifiable, are under the jurisdictions of the appropriate federal, state or local administrative or judicial authorities. A concurrent copy of the protest must be sent to the RPTA.

The USDOT/FTA's remedy for the RPTA's failure to have written protest procedures or failure to follow such procedure is limited to requiring the RPTA to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue if the RPTA desires USDOT/FTA financial participation in the contract in question.

Appellants shall file a protest with the USDOT/FTA not later than five (5) business days after the appellant knows or has reason to know of the violation. In general, the protest filed must include the name and address of the appellant; identify the RPTA, the project (grant) number, and the number of the contract solicitation; contain a statement of the grounds for the protest and any supporting documentation; and a copy of the local protest filed with the RPTA and a copy of Procuring Agency's decision, if any.

F. POST-AWARD PROCEDURE

The RPTA shall not award a contract for five (5) business days following its decision on a procurement protest or if a protest has been filed with the FTA, or while a protest is pending, unless the RPTA has determined that:

- The items or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to the RPTA or the Federal Government.

In the event that the RPTA determines that the award is to be made during the five (5) business day period following the local protest decision or while a protest is pending, the project file shall be documented by the RPTA, explaining the basis for the award. In addition, the RPTA shall notify the FTA prior to making such an award. Written notice of the decision to proceed with the award shall also be sent to the protester and all other interested or aggrieved parties.

Contract language: The language, certifications and assurances in this section shall be in the final contract between RPTA and the successful PROPOSER/CONTRACTOR. As part of the final contract, the successful PROPOSER/CONTRACTOR shall have to complete and include required certifications and assurances.

Entire agreement: By submitting a Proposal, the PROPOSER/CONTRACTOR acknowledges that it has read the RFP, understands it, and agrees to be bound by its requirements, terms and conditions.

The PROPOSER/CONTRACTOR further agrees that the final contract entered into between the parties shall be, as outlined in this RFP, the complete and exclusive statement of the agreement between the parties and that it shall supersede all proposals, oral or written, and all other communication between the parties in relation to the subject matter of the contract. The contract may be modified only in writing, signed by the PROPOSER/CONTRACTOR and RPTA. The RPTA reserves the right to disqualify any Proposals that take exception to or limit the rights of the RPTA under the requirements, terms, and conditions of this RFP. Furthermore, by providing the RPTA with a Proposal based on this RFP, the PROPOSER/CONTRACTOR expressly warrants that the PROPOSER/CONTRACTOR'S proposed transit system shall fulfill the requirements of this RFP.

The RFP, as amended and corrected, and the Proposal, as amended and corrected, shall constitute the entire agreement between the RPTA and the successful PROPOSER/CONTRACTOR. There shall be no verbal agreements.

The intent of the RFP and the contract stemming therefrom is to include all items necessary for the proper execution and completion of the work by the successful PROPOSER/CONTRACTOR. The entire RFP and the contract stemming therefrom are complementary, and what is required by one shall be as binding as if required by all. Performance by the successful PROPOSER/CONTRACTOR shall be required only to the extent consistent with the RFP and the contract stemming therefrom and those obligations and requirements that may be reasonably inferred from them all as being necessary to produce the intended results.

Legal authority: Each PROPOSER/CONTRACTOR represents that it possesses the legal authority to enter into a contract with the RPTA. Each PROPOSER/ CONTRACTOR shall submit a resolution, motion or similar action that has been duly and properly adopted or passed as an official act of the PROPOSER/CONTRACTOR'S governing body, authorizing the submission of the Proposal, and the execution of and entry into the contract as contemplated thereby, including all covenants, understandings and assurances herein contained, and directing and authorizing the person identified as the official representative of the PROPOSER/CONTRACTOR to act in connection with the RFP and the contract stemming therefrom and to provide such additional information as may be required by the RPTA.

Contract period and project duration: The contract shall be in effect for a 36 month period with an option to extend the contract for two additional 12 month periods from the start of revenue service operations, unless otherwise terminated.

Termination: The contract may be terminated, at the option of the RPTA, with or without cause, upon ninety (90) days written notice to the PROPOSER/CONTRACTOR should the PROPOSER/CONTRACTOR fail to meet any and all licensing requirements imposed by law and/or by applicable regulation; upon a material breach by the PROPOSER/CONTRACTOR of the terms of the contract; or if the RPTA determines that it is in its best interest. The PROPOSER/CONTRACTOR shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.

The continuance of this contract is contingent upon the appropriation of federal, state, and local funds to fulfill the requirements of the contract by the RPTA. If the RPTA fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the vote of the RPTA board to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such

reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Breach or default of contract: If the PROPOSER/CONTRACTOR fails to deliver services or equipment as promised; if services or equipment do not meet the performance specifications; or if the actual costs exceed the agreed upon costs, such occurrence shall be considered a material breach of contract. In the case of any material breach of contract, the PROPOSER/CONTRACTOR shall be obliged to take necessary steps to correct the breach of contract expeditiously to the satisfaction of the RPTA. If this satisfaction is not achieved, the RPTA shall take whatever action is necessary to assure the completion of the contract. In that case, the RPTA may procure the articles or services provided for herein from any other source or sources and hold the PROPOSER/CONTRACTOR responsible for any reasonable excess costs occasioned thereby.

Performance bond: The successful PROPOSER/CONTRACTOR may be required to submit a performance bond. After Notice of Award and acceptance of such, the successful PROPOSER/CONTRACTOR shall post a Performance Bond for the faithful performance of the contract. The performance bond shall be executed by a responsible surety company acceptable to the RPTA and shall be 100% of the contract price for one year of service. The amount may be reduced during years two and three of the contract period should it be extended based upon a review of performance by the RPTA and action of the Board. Said performance bond shall be furnished in this amount for the length of the contract. Cash, certified bank checks and irrevocable letters-of-credit are acceptable in lieu of a formal performance bond.

Subcontracting, subletting or assignment of contract: The PROPOSER/ CONTRACTOR shall not subcontract with other transportation operators/providers to deliver the actual passenger-carrying revenue or direct passenger-contact services specified in the RFP. The PROPOSER/CONTRACTOR, however, may subcontract with other entities for the delivery of services which are not directly related to the provision of transportation and direct client contact, including maintenance, bookkeeping, and the provision of uniforms. The designation of a subcontractor(s) shall require written approval by the RPTA prior to subcontracting.

In any case, no such subcontracts shall in any case release or absolve the PROPOSER/CONTRACTOR of its liability under the contract, or affect or modify the same. The PROPOSER/CONTRACTOR shall be responsible for making direct payment for such services. There shall be no subletting or assignment of the contract without the written approval of the RPTA, except as may be otherwise expressly and specifically provided herein.

Independent PROPOSER/CONTRACTOR: Providers, agents, and employees of the PROPOSER/CONTRACTOR shall act in performance of the contract in an independent capacity, and not as officers, employees or agents of the State of Louisiana or the RPTA.

Conflict of interest: Each PROPOSER/CONTRACTOR shall state that no person under its employ, who presently exercises any functions or responsibilities in connection with the RPTA or projects or programs funded by the RPTA, has any personal financial interest, direct or indirect, in the contract. The contract shall covenant further that in the performance of the contract, no person having such conflicting interest shall be employed. Any such interest, on the part of the PROPOSER/CONTRACTOR or its employees, shall be disclosed in writing to the RPTA.

Insurance: As is applicable, the successful PROPOSER/CONTRACTOR shall maintain Workers' Compensation Insurance upon its employees throughout the term of the Contract, and furnish the appropriate documentation, showing that the successful PROPOSER/CONTRACTOR has paid the necessary premiums for Workers' Compensation Insurance. Unless otherwise provided in this RFP, the contract stemming from this RFP solicitation shall require that the successful PROPOSER/CONTRACTOR purchase and maintain policies of insurance to protect the PROPOSER/CONTRACTOR and the RPTA from claims which may arise out of the contract stemming from this RFP solicitation.

The PROPOSER/CONTRACTOR shall obtain and maintain an insurance policy that includes the following items:

1. Commercial fleet liability insurance with primary limits of a minimum of \$1,000,000 for bodily injury and \$500,000 for property damage. (Provided by the RPTA and paid by PROPOSER/ CONTRACTOR)
2. In addition, a minimum \$5,000,000 umbrella policy, covering both bodily injury and property damage.
3. Collision and comprehensive coverage on all vehicles on an actual cash value basis.
4. Indemnifies the RPTA harmless from all liability which might result from the vendor's negligence in operating this program.

Any deductible on such policies shall be paid by the PROPOSER/CONTRACTOR. Deductibles and self-insured retainers, if any, shall be identified in the Proposal. Each PROPOSER/CONTRACTOR shall submit a letter of commitment from its insurance carrier certifying their intent to insure the PROPOSER/CONTRACTOR for the proposed transit service. The RPTA shall be named as an additional insured on all liability policies.

Each policy of insurance shall contain the following clause: "It is agreed that these policies shall not be cancelled or the coverage reduced until thirty (30) days after the River Parishes Transit Authority has received written notice of such cancellation or reduction by certified mail or personal delivery to the RPTA, P. O. Box 2444, Laplace Louisiana 70069-2444."

The successful PROPOSER/CONTRACTOR shall provide proof of continuing and ongoing insurance coverage no later than ten (10) days prior to commencing service. The PROPOSER/CONTRACTOR shall provide all insurance necessary to cover the transit operations and vehicles, as well as to insure the RPTA and its agents.

Infringements and indemnifications: Each PROPOSER/CONTRACTOR understands and agrees that in its relationship with the RPTA, it shall continue to be an independent contractor, and that, if the PROPOSER/CONTRACTOR is awarded the contract contemplated hereby, it shall agree to indemnify and to hold the RPTA, as well as any agent, employee, office, and entity thereof or related thereto, harmless from liability of any and all claims, loss, damage, demands, and related expenses or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the PROPOSER/CONTRACTOR, and any agent, employee, and sub-contractor of the same, as well as those related expenses incurred through the provision of service under the contract.

The successful PROPOSER/CONTRACTOR shall protect, defend, indemnify and hold free and harmless the RPTA, and any officers, employees, successors, or agents of same, from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the successful PROPOSER/CONTRACTOR, its officers, employees, consultants, agents, sub-contractors, successors or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expense is caused in part by any party indemnified hereunder.

The successful PROPOSER/CONTRACTOR shall also agree to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the RPTA while the RPTA defends or pursues any action, cause of action, or claim which arises out the aforementioned acts or omissions. Such obligations include any claims arising out of the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either the order or contract. Such obligations shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described herein.

The successful PROPOSER/CONTRACTOR shall be an independent contractor and retain the right to exercise full control and supervision over its employees, their compensation and discharge, except as otherwise provided herein, and shall agree to be solely responsible for all matters relating to payment of its employees including compliance with Social

Security withholding, worker's compensation, and all other regulations governing such matters, and shall hold the RPTA harmless if PROPOSER/CONTRACTOR is found to be in violation of any of those laws.

The PROPOSER/CONTRACTOR shall hold RPTA harmless for any and all liability, costs, or expenses arising out of any claim of employment discrimination, including the costs of defending against such claims, by any employee of or applicant for employment with the PROPOSER/CONTRACTOR under the resulting contract with RPTA.

Access to, availability of and retention of records: The successful PROPOSER/ CONTRACTOR shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the contract.

Such records shall be subject at all reasonable times for inspection, review, copying or audit by duly authorized Federal, State and RPTA personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by the contract.

The PROPOSER/CONTRACTOR shall maintain all required records pertaining to their private business for three (3) years after final payment is made and all other pending matters are closed, and/or shall assure the maintenance of such for a like period of time in the possession of any third party performing work related to the contract, unless otherwise directed by RPTA.

All records prepared for the RPTA and maintained by the PROPOSER/CONTRACTOR are public, permanent records of the RPTA and as such the PROPOSER/CONTRACTOR shall maintain all required public records pertaining to the RPTA in a manner appropriate to a public body as specified in Louisiana State Law.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the PROPOSER/ CONTRACTOR shall retain the records until completion of the action and the resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later. It is expressly understood that the above access to records is inclusive of records relating to the contract only and does not include access to payroll or other general business records not related to the contract.

Unannounced visits, spot checks, visits, etc. by RPTA: The PROPOSER/ CONTRACTOR shall expect unannounced audits, spot checks, visits, etc. by the RPTA to observe street operations, maintenance, dispatching, customer relations, records, etc., and shall allow the presence of the RPTA and shall make available data, information, policies and practices, records, etc. This shall include the viewing of training records, certification and licensing records, drug and alcohol testing records and procedures as requested.

Responsibility for audit: The successful PROPOSER/CONTRACTOR shall agree, if required by the RPTA, on the basis of evidence of misuse or improper accounting of funds or substantial errors in determinations of eligibility for which the PROPOSER/ CONTRACTOR is responsible, to permit the conduct of an independent audit of expenditures or determinations of eligibility or both, and make copies of the audit available to the RPTA through its employees and/or agents.

Responsibility for audit exceptions: The successful PROPOSER/ CONTRACTOR shall:

1. Agree to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate State or Federal audit directly related to the provisions for the contract.
2. Agree to reimburse to the RPTA the full amount of the payment received for transporting passengers that do not meet the eligibility requirements of the contract and agree to reimburse to the RPTA the full amount of payment received for services not covered by the contract.
3. Agree to reimburse to the RPTA the full amount of payment received for duplicate billing, erroneous billings, deceptive claims, or falsification.

4. Agree that it shall not be required to repay overpayment caused by the negotiated rate being in excess of the PROPOSER/CONTRACTOR'S costs unless that rate was based upon: non-allowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services, or personnel which the PROPOSER/ CONTRACTOR did not secure; or the contract was negotiated on a cost reimbursable basis.

As used in this section, "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.

Confidential data: All data associated with the contract shall be public information, except to protect the confidentiality of the passengers and employees of the RPTA or PROPOSER/CONTRACTOR, as is warranted, or as is required by law.

Reserved rights, and rights in data, copyrights, and discovery and invention/ patent rights: The RPTA reserves all rights, rights in data, copyrights, discovery and invention/patent rights that may result from the implementation of the contract.

Responsibility for annual financial statement: The successful PROPOSER/ CONTRACTOR shall agree to complete and submit an annual financial statement within 90 days of the end of the calendar year this agreement is signed and within 90 days of the end of the calendar year for any extension of this agreement which may occur thereafter.

Firm fixed price contract: The contract resulting from this RFP shall be a firm fixed hourly rate price contract. The contract shall not be considered to be a cost-plus contract or any other type of reimbursement.

Cost information: The total cost reflected in each Proposal shall be inclusive of all costs. Those costs include, but are not limited to, labor, overhead, general administration, travel, and any other costs associated with the completion of the described task.

Eligible costs: The PROPOSER/CONTRACTOR shall warrant that:

1. Any cost incurred pursuant to the contract shall not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
2. The operations funding is not provided from any source that is prohibited by State or Federal law.
3. Claims made to the RPTA for payment of purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by PROPOSER/CONTRACTOR to other sources of funds for the same service.

Contingent fees: There shall be no contingent fees included in the Cost Proposal.

Disallowed costs: The PROPOSER/CONTRACTOR shall recognize its responsibility for and agree to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the PROPOSER/ CONTRACTOR.

Liability for Proposal and contract preparation: The RPTA, and any officers, employees, successors, administrators or agents of same, assume no responsibility or liability for costs incurred in the preparation and/or submission of any Proposal or the development of the resulting contract.

Billing: The PROPOSER/CONTRACTOR shall provide a monthly invoice to the RPTA within five (5) business days of the end of the calendar month within which service was provided. Such invoices shall be provided in a mutually agreed upon format and shall include all reporting data required by the RPTA. The services being contracted for are not available on a non-reimbursable basis. The RPTA operates on a calendar year (January 1 through December 31) fiscal basis.

Payments: The RPTA shall pay the PROPOSER/CONTRACTOR within thirty (30) days after receipt and verification of the proper and appropriate payment invoice provided all required reports necessary for monthly submission are received. The PROPOSER/CONTRACTOR shall be paid only for service delivered and accepted by the RPTA, in agreement with this RFP and the contract.

The RPTA shall review each invoice which is submitted for completeness and for the presence of any and all necessary information before making payment within thirty days after receipt of the same. The reported data submitted are subject to adjustment by the RPTA before such payment is made in order to provide and allow for mathematical errors, incorrect rates, or non-covered services, and the reported data are subject to audit by appropriate State and Federal officials or an independent audit as described in other paragraphs after payment is made.

Maximum compensation: The PROPOSER/CONTRACTOR shall agree to accept as full payment for services rendered in a manner satisfactory to the RPTA compensation based on a unit price per span of service hour. This price shall be inclusive of all service and expenses required of Contractor under contract. This price stated shall be valid for services at estimated number of service hours of twelve thousand (12,000) per year for demand response service, plus or minus (10%) percent.

Because compensation is based on an estimated number of service hours, in the event that actual service hours run fall below the estimated number, compensation shall be based on the number of actual service hours completed by Proposer/Contractor.

It is expressly understood and agreed that in no event shall the total compensation to be paid exceed the maximum of funds or amended funds which RPTA may use for compensation to the successful Provider/Contractor.

Compliance with applicable laws, regulations, etc.: This RFP includes, in part, certain standard terms and conditions required by the US Department of Transportation's (USDOT) Federal Transit Administration (FTA) and the Louisiana Department of Transportation and Development (LaDOTD). All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1E and the FTA Master Agreement or by the LaDOTD are hereby incorporated by reference. Both documents may be found on FTA's website at <http://www.fta.dot.gov>. Anything to the contrary herein notwithstanding, all FTA mandated tenets shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The PROPOSER/CONTRACTOR shall not perform any act, or refuse to comply with any RPTA requests which would cause the RPTA to be in violation of the FTA terms and conditions.

The PROPOSER/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 this RFP as they may be amended or promulgated from time to time during the term of the contract. The PROPOSER/CONTRACTOR'S failure to comply shall constitute a material breach of contract. Further, the PROPOSER/ CONTRACTOR shall comply with all applicable statutes, regulations, executive orders, FTA circulars, other Federal and State administrative requirements, and permits in carrying out any grant or cooperative agreement awarded.

The Louisiana Revised Statutes and the applicable policies and resolutions of the RPTA, insofar as they apply to the laws of competitive proposing contracts and purchases, as may be amended from time to time, are made a part hereof as if fully restated herein. All laws applicable to the products or services discussed herein or to be provided hereby, are also made a part hereof.

The successful PROPOSER/CONTRACTOR shall agree to operate a program, described in detail in this RFP, in accordance with applicable laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto. The PROPOSER/CONTRACTOR shall not perform in any way inconsistent with the terms of this contract except as approved, in writing, by RPTA.

Ethics: The RPTA is governed by the Louisiana Code of Ethics. PROPOSER/CONTRACTOR shall not have or perform any personal conflicts of interest, organizational conflicts of interest, debarment and suspension, collusion, fraud, false or fraudulent statements and claims and related acts, prohibitions against exclusionary or discriminatory specifications, interest of members or delegates to Congress, bonus or commission, lobbying or any other questionable or unethical actions that could compromise the integrity of this project.

The PROPOSER/CONTRACTOR shall neither solicit nor accept gratuities, favors or anything of monetary value from RPTA officers, employees or agents. The PROPOSER/ CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

Each Proposal shall contain a signed disclosure statement for each corporate entity in the Proposing consortium, stating that they disclose any business relationship or financial interest that it has with a RPTA employee or employee's business, or any business relationship or financial interest that a RPTA employee, Commission member or member agency employee has with the contracting party or in the contracting party's business.

Health and Safety Standards: The PROPOSER/CONTRACTOR shall follow appropriate standards for health and safety in work and training situations.

No Third Party Benefit: This RFP is intended for the exclusive benefit of the parties to any contract arising there from and the respective successors and assigns of the same, and nothing contained in this RFP shall be construed as creating any rights or benefits in or to any third party.

Each PROPOSER/CONTRACTOR shall certify that its procurement and procurement system shall comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1E, "Third Party Contracting Requirements", and other implementing requirements FTA may issue. The PROPOSER/CONTRACTOR shall certify that it shall include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and shall ensure that each sub-recipient and PROPOSER/CONTRACTOR shall also include in its sub-agreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Delinquent taxes: Each PROPOSER/CONTRACTOR shall state that the PROPOSER/CONTRACTOR is not charged at the time with delinquent personal property taxes on the general tax list of personal property of any parish in the State of Louisiana.

Buy America - The PROPOSER/CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. The PROPOSER/CONTRACTOR must submit to the RPTA the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Charter Service Operations - The PROPOSER/CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service

using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

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 4220.1E, 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 RFP. The PROPOSER/CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any RPTA requests which would cause RPTA to be in violation of the FTA terms and conditions.

Drug and Alcohol Testing - The PROPOSER/CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, LaDOTD, or the RPTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The PROPOSER/CONTRACTOR agrees further to certify annually its compliance with Parts 653 before February 28 of each year and to submit the Management Information System (MIS) reports before February 28 of each year to the RPTA. To certify compliance the PROPOSER/CONTRACTOR shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

SECTION XIV. SUBMITTAL FORMS

The following forms must be completed and submitted to be considered responsive for the purposes of this RFP. **The following forms must be used for easy reference** by the evaluation committee.

Submittal Checklist

Prior to submitting a proposal, Respondent should use the following checklist to ensure completeness of the submission package.

___ Cover Letter (signed by Company Officer)

___ Organization Information

- ___ Contact Information
- ___ Legal Status of Organization
- ___ Organization Description
- ___ Operations Manager Resume
- ___ Driver/ Dispatchers Standards and Training Programs
- ___ Sample Personnel Policies And Procedure Manual
- ___ Personal Property Taxes Disclosure

___ Service Proposal

- ___ Service System Proposal and Management Plan
- ___ Maintenance Program
- ___ Safety Policies & Emergency Procedures

___ References

- ___ Service References
- ___ Credit References

___ Required Signature Documents (See: Section XV)

- ___ Proposal Bond or Guaranty
- ___ Waiver and Release Form
- ___ Proof of Insurability
- ___ Non-Collusion Affidavit
- ___ FTA Master Agreement Compliance
- ___ Certification Regarding Lobbying and Disclosure of Lobbying Activities
- ___ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

___ Cost Proposal (**in a separate sealed envelope**)

- ___ Cost Summary Per Year of Service
- ___ Detailed Expenditures

ORGANIZATIONAL INFORMATION

Contact Information

Name of Organization:

Business Address:

Telephone Number(s):

Fax:

Email:

Website:

Name and Title of Contact:

Legal Status of Organization: (Check one)

- For-profit corporation or joint venture corporation
- For-profit partnership or sole proprietorship
- Non-profit corporation Public agency Other (identify)
- Non-profit corporation Private agency Other (identify)

Organization Description:

Provide a brief description of the major business functions, history, and organizational structure of the Respondent Organization. Attach additional info as felt necessary.

Has Respondent, or any officer or partner of respondent, failed to complete a contract?

Yes No *If yes, give details on separate sheet.*

Is any litigation pending against Respondent or any officer or partner of Respondent's organization?

Yes No *If yes, give details on separate sheet.*

Operations Manager Resume:

Insert Operation Manager's detailed resume below or attach. If Operation Manager is not currently employed, attach resumes of prospective hires providing detailed educational and employment history.

Driver/Dispatchers Standards & Training Programs

1. Describe Respondent's current hiring standards and procedure.
2. Describe Respondent's safety, security, sensitivity programs and training schedules for drivers and dispatchers

Personnel Policies and Procedures:

In this section, the Respondent should include sample personnel policies and procedure manuals.

SERVICE PROPOSAL

Service System Proposal and Management Plan:

Please use this section to provide a detailed description of how Respondent plans to provide the proposed RPTA daily public transportation service. The description should demonstrate understanding of the program as detailed in this RFP. Additionally, any minimum requirements which Respondent proposes to exceed should be described. The description should include, but by no means be limited to, Respondent's plan for scheduling and dispatch, administration, management and support, use of radios, plan to provide additional vehicles for transit if necessary, etc.. Attach additional sheets as necessary.

Maintenance Program:

Describe Respondent's current vehicle preventive and corrective maintenance programs. If Respondent does not perform vehicle maintenance and/or plans to sub-contract part or all maintenance work, please indicate intentions. Describe the program Respondent will follow for inspection and cleaning of vehicles.

Safety Policies and Emergency Procedures:

In this section, the Respondent should state the company policy on safety and also describe procedures for handling emergency situations and the existence of company policy for System Security and Emergency Preparedness Plan that meets FTA and LaDOTD requirements.

REFERENCES

Credit References:

List names, addresses, telephone numbers and relation to Respondent of at least three credit references including Respondent's bank.

Name	Address	Telephone Number	Relationship
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Service References

Tell us about up to three similar contracts which the Respondent Organization has provided service under. Provide complete contact information. Attach additional sheets as necessary.

Contact	Company	Address	Telephone	Web Address
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COST PROPOSAL (in a separate sealed envelope)

Cost Summary Per Year of Service

Provide this information for each of the three years of the contract as well as for an optional extension of two additional years. Service providers are to use the following two-page Cost Summary form for submitting the Cost Proposal portion of the project in a *separate sealed envelope* as described in the RFP.

COST SUMMARY FOR YEAR	2018	2019	2020	*2021	*2022
ASSUMPTIONS:					
Vehicles Hours of Service					
Vehicles Miles of Service					
Passenger Trips					
Farebox Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dollar Per Hour of Transportation Service For Operation of Proposed RPTA Transit Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*Option to extend for two additional 12-month periods

Expenditures Per Year of Service

A detailed expenditures table is on the following page. Define miscellaneous items, attaching description sheets if necessary. The dollar cost per service hour in the above Cost Summary table and in the following Expenditures table should be equal.

EXPENDITURES PER YEAR OF SERVICE					
Labor:	2018	2019	2020	*2021	*2022
Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dispatching	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drivers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Materials and Supplies:					
Fuels and Lubricants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tires and Tubes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Parts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Materials and Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Services:					
Professional	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custodial	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Technical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custodial	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Custodial	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rents and Leases	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fee (profit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ALL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PROPOSAL BOND/GUARANTY (SHALL BE INCLUDED IN SERVICE PROPOSAL ENVELOPE)

The undersigned certifies that he/she is authorized by Responding Service Provider to make the preceding proposal and bind Service Provider accordingly.

Service Provider

Address:

Person Completing

Proposal:

Title:

Signature**:

Date:

****A resolution or other document indicating authorization to sign on behalf of the company must be attached.**

I, or we, _____, having carefully examined the Request for Proposals, Specifications, and the Proposal and Cost Summary Forms, are completely familiar with all of the definitions, requirements, and conditions in said Specifications for Transit Services as adopted by the River Parishes Transit Authority, and also having become familiar with the service area and all of the conditions affecting this Proposal, I, or we, hereby propose to furnish all materials, labor, equipment, bonds and insurance necessary to provide a demand responsive transportation service for the River Parishes Transit Authority, locations as set forth in said Instructions and Specification. Said service shall be performed beginning on or before February 1, 2018, and continuing for a 36 month period with an option to extend the contract for two additional 12 month periods, for the attached amounts found in the Cost Proposal envelope. The undersigned, _____, agrees that the River Parishes Transit Authority reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received, and to accept that proposal which is in the best interest of the River Parishes Transit Authority Transit System. The undersigned also agrees that if this Proposal is accepted by the River Parishes Transit Authority (RPTA), he/she will be prepared to start public transit service for the RPTA Transit System on or before February 1, 2018. After Notice of Award and acceptance of such, the undersigned does intend to enter into a service Contract with the RPTA and that the undersigned will (if required) post a performance Bond for the faithful performance of the contract, and he/she shall also submit the required \$1,000,000.00/\$5,000,000.00 Public Liability and Property Damage Insurance certificate. All employees handling RPTA funds (fares, grant payments, vouchers, etc.) shall be bonded.

Signature
For: (company name)
Title: _____
Date: _____

WAIVER AND RELEASE

In consideration of the review by the River Parishes Transit Authority (RPTA), of a service and cost proposal submitted by the undersigned, and as a condition precedent thereto, the undersigned does hereby authorize and direct the release to administrative officers of the RPTA of any and all information related to the current obligations of the undersigned to the RPTA, including, but not by way of limitation, obligations under the RPTA’s income tax, hereby waiving any privilege, statutory or otherwise, as to the same, and releasing the RPTA, its officers, agents, and employees from any liability in relation thereto.

Signature

Title: _____

Date: _____

PROOF OF INSURABILITY

Insurance must be maintained for physical damage, collision, and liability on all vehicles owned or leased by Proposer. The amount of the liability guaranteed shall be not less than \$1,000,000.00 per incident and \$5,000,000.00 in the aggregate. Provide here current proof of insurability. Identify deductibles and self-insured retainers, if any. Proposers must also identify their insurance agents and underwriting company.

COMPANY NAME	
NAME	
SIGNATURE	
TITLE	
ADDRESS	
PHONE	
FAX	
WITNESS SIGNATURE	
DATE	

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

PARISH OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

FEDERAL TRANSIT AUTHORITY MASTER AGREEMENT

Contractor(s) agrees to acknowledge that Jefferson Parish has a grant agreement with the FTA, and Contractor(s) agrees to adhere to any and all terms and conditions of the grant agreement as they relate to obligations the Bidders would assume under this contract. The contractor(s) assumes all responsibilities for compliance with the United States Department of Transportation, Federal Transit Administration (FTA) Master Agreement, a copy of which can be viewed at <http://www.fta.dot.gov/documents/21-Master.pdf>. This Master Agreement covers Federal financial assistance authorized by Federal transit laws codified at 49 U.S.C. 05301 et seq.; Title 23, United States Code (Highways); the Intermodal Surface Transportation Efficiency Act of 1991, as amended; or other Federal enabling laws administered by FTA. Any obligation of a Proposer or Contractor(s) to comply with governmental standards or regulations shall include the obligation to document such compliance. Any purchases made by Contractor(s) using federal funds shall be made in compliance with FTA third-party contracting requirements (Circular 4220.1F), a copy of which can be viewed at http://www.ft.dot.gov/legislation_law/12349_8641.html. Any Contractor(s) shall supply and/or execute such documents as the Parish may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations. All proposals shall contain all certifications, duly executed, contained herein which are applicable. Failure to do so may result in the Parish's refusal to consider the bid.

We have read the attached Federal Transit Authority Master Agreement and are fully aware of the responsibilities and duties of the RPTA and its contractors in complying with these requirements.

Signature
For: (company name)
Title: _____
Date: _____

Certification Regarding Lobbying and, as appropriate, the Disclosure of Lobbying Activities

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name and Title of bidder's official)

(Name of bidder/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

Signature _____ Date

APPENDIX 1

FTA MANDATORY PROVISIONS

PROPOSERS are required to note that the RPTA is an FTA (Federal Transit Authority) grant recipient and that FTA funds will be used to complete this project. Bidders and Contractors must adhere to any and all terms and conditions required by FTA. **All bids and contracts must contain the applicable certifications, duly executed, which are contained in the following document. Failure to do so may result in the RPTA's refusal to consider the proposal or bid.**

Upon thirty (30) days of written request by the RPTA, Contractor shall provide a signed certification statement that it has complied with any and all FTA requirements included but not limited to the FTA Clauses. Should there be any claims made by FTA for reimbursement of funds due to the negligence, whether intentional or not, fault or inaction of Contractor or its employees, agents, subcontractors or assigns, Contractor shall be liable to the RPTA for any and all damages it sustains, including, but, not limited to, the amount of the reimbursement claim, the inability to obtain future grant funds and any and all other damages sustained by the RPTA.

It is mandatory that any and all contracts entered into by contractor with subcontractors include the appropriate FTA clauses. Prior to execution of the subcontract, Contractor shall provide the RPTA with a copy of the proposed contract with the subcontractor so that the RPTA can review same for compliance with this section.

APPENDIX 2

Federally Required and Other Model Contract Clauses

- 1. No Federal Government Commitment or Liability to Third Parties**
- 2. False or Fraudulent Statements or Claims**
- 3. Access to Recipient and Third Party Participant Records**
- 4. Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.**
- 5. Civil Rights (EEO, Title VI, ADA, DBE)**
- 6. Incorporation of FTA Terms**
- 7. Energy Conservation**
- 8. Right of the Federal Government to Terminate**
- 9. Debarment and Suspension**
- 10. Disputes, Breaches, Defaults, or Other Litigation**
- 11. Lobbying Restrictions**
- 12. Clean Air & Clean Water**
- 13. Fly America**
- 14. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)**
- 15. Public Transportation Employee Protective Arrangements**
- 16. Charter Service**
- 17. School Bus Operations**
- 18. Alcohol Misuse and Prohibited Drug Use**
- 19. Recycled Products**

1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement, and
- (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

2. False or Fraudulent Statements or Claims

(1) Civil Fraud. The Recipient acknowledges and agrees that:

(a) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including 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.

(b) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

(c) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

3. Access to Recipient and Third Party Participant Records

The Recipient agrees and assures that each Subrecipient, if any, will agree to:

- (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary’s duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General’s duly authorized representatives, and to the Recipient and each of its Subrecipients,
- (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations, and
- (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

4. Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.

The Recipient agrees to comply with all applicable federal requirements and federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient’s Underlying Agreement, or this Master Agreement. At the time the FTA Authorized Official awards federal assistance to the Recipient in support of the

Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement.

5. Civil Rights

a. Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will:

- (1) Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
- (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in.

(3) Follow:

- (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
- (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will:

- (1) Prohibit discrimination on the basis of race, color, or national origin,
- (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.,
 - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and

(3) Follow:

- (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
- (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
- (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

(a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,

(b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,

(c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,

(d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and

(e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,

(2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:

(a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,

(b) Affirmative Action. Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but

(c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

(3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:

(a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and

(b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

(1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,

(b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and

(c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

(2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 C.F.R. part 26.

(3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:

(a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and

(b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award management system. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

(4) Assurance. As required by 49 C.F.R. § 26.13(a):

(a) Recipient Assurance. The Recipient agrees and assures that:

1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,

2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,

3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and

4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

(b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,

2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,

3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and

4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

(5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including:

(1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and

(3) Federal transit law, specifically 49 U.S.C. § 5332.

g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including:

(1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625,

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance,

(4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and

(5) Federal transit law, specifically 49 U.S.C. § 5332.

h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

(1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,

(b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but

2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply

because it exempts Indian Tribes from the definition of "employer,"

(c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,

(d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

(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 Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,

(c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,

(d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,

(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,

(f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,

(g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F,

(i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194,

(j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609,

(k) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and

(l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:

(1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.,

(2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and

(3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2

j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:

(1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and

(2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

6. Incorporation of 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 4220.1E, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

7. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

8. Right of the Federal Government to Terminate

- a. Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
- (1) The Recipient has failed to make reasonable progress implementing the Award,
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- b. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that the obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- c. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

9. Debarment and Suspension

The Recipient agrees to the following:

- (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- (2) It will not enter into any arrangement to participate in the development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200,
 - (b) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180, including any amendments thereto,
 - (c) Executive Orders No. 12549, “Uniform Suspension, Debarment or Exclusion of Participants from Procurement or Nonprocurement Activity,” October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, “Debarment and Suspension,” August 16, 1989, 31 U.S.C. § 6101 note, and
 - (d) Other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Recipients or Third Party Participants.
- (3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- (4) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (a) Complies with federal debarment and suspension requirements, and
 - (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
- (5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement,

- (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
- (c) FTA Chief Counsel.

10. Disputes, Breaches, Defaults, or Other Litigation

a. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.

c. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

d. Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement, or any federal, state, or local law or regulation.

11. Lobbying Restrictions

The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

12. Clean Air & Clean Water

The Recipient agrees to comply or facilitate compliance and assures that its Third Party Participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

13. Fly America

The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

14. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15. Public Transportation Employee Protective Arrangements

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

(1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.

(2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL

Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.

(3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

16. Charter Service

a. Prohibitions. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 C.F.R. part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.

b. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only, and

(2) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for program purposes only.

c. Violations. If it or any Third Party Participant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA’s Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

17. School Bus Operations

a. Prohibitions. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, and any other applicable federal “School Bus Operations” laws, regulations, federal requirements, or applicable federal guidance.

b. Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

18. Alcohol Misuse and Prohibited Drug Use

(1) Requirements. The Recipient agrees to comply and assures that its Third Party Participants will comply with:

(a) Federal transit laws, specifically 49 U.S.C. § 5331,

(b) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655, and (c) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. part 40.

(2) Remedies for Non-Compliance. The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

19. Recycled Products

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Check Every Five Thousand (5,000) Miles or as per manufacturer's recommended maintenance schedule:

- Air Conditioning – Cooling, Heater Fan,
- Air bags
- Air filter - carburetor
- Air Induction System
- Alternator – mountings, operation
- Ball Joints – control arm
- Battery & cables
- Belts- Appearance & Operation
- Brakes – Adjust Rear Brakes, ABS System, Calipers, Drum Shoe, ER Cable/ Pedal Operation, Fluid level, Line Hose, Master Cylinder, Pads front and rear, Rotor Shoes, Wheel Cylinder, Emergency brake, parking brake
- Catalytic Converter
- Chassis system – lube, tie rods
- Drive Shaft
- Engine - Coolants, indicator lights,
- Exhaust System
- Fluid levels-oil, transmission, antifreeze, windshield wiper, power steering, AC, master cylinder
- Fuel tank condition
- Hoses – appearance, operation, clamps, cracks, leaks
- Horn operation
- Indicator lights/gauges – engine, oil, fuel
- Interior – seat belts, windows, wheelchair lift, safety equipment, first aid kit, fire extinguisher, mats, carpets, seats, radio, cameras, mirrors,
- Joints – Universal driveshaft, CV joints
- Starter
- Shock absorbers, springs, suspension, struts
- Transmission – fluid, mounts, shift points
- Thermostat
- Tire/Wheels – pressure, treads, alignment, rims, lugs, bearings, balance & rotate tires
- Vibrations, unusual noises
- Water Pump
- Oil and oil filter change
- Chassis lube
- Refill all fluids
- Rotate and balance tires
- Steam clean engine area
- Wheel alignment
- Battery Voltage/Amp Draw Test
- Wheel bearings repack
- Replace shocks, struts
- Transmission filter/flush
- Cooling system flush
- Spark plugs
- Radiator hoses
- Timing belt, timing chain
- Brake line hoses, fluid

The successful Contractor shall provide the following reports to the RPTA and/or within the Louisiana DOTD's Statewide Transit Tracking and Reporting System (STTARS):

Daily Reports:

1. Driver Manifests: Each driver receives a daily printed manifest to be turned in at the end of his/her shift. Kept for random review by the RPTA for a period of three years from the end of the contract.
2. Daily Farebox/ Agency Billing/ Ticket/Tokens Revenue Report: Daily tabulation by each service vehicle for aforementioned ride category. Cash farebox revenue to be deposited weekly at local bank.
3. Accident/Incident Reports: To be reported to the RPTA within 12 hours of an occurrence and a written report within 48 hours.

Monthly Reports:

1. Daily Vehicle Report: Service and revenue hours and miles for each vehicle in operation for each day of the previous month per bus
2. Daily Operations by Hour: Consolidated ridership statistics by hour and day per month
3. Ridership by Service Area: Rides broken down by urban/rural areas within service area
4. Ridership by Fare: Rides given at each fare cost
5. Ridership by Funding Source: Rides given that are billable to various service agencies
6. Ridership by Trip Purpose: medical appt. etc.
7. Ridership by Client Status: Rides given as general, work related (for JARC)
8. Vehicle Maintenance Logs: Maintenance/repairs performed for each vehicle during previous month

Quarterly Reports:

1. Drug and Alcohol: Copies of testing reports as required by FTA/DOTD for previous three month period.
2. Training Report: All training completed for all employees for previous three month period. This includes new-hires and veteran employees.

Yearly Reports:

1. Yearly Vehicle Report Certification of Data: Report by vehicle of beginning and ending mileage, major repairs other than normal maintenance, and general condition of vehicle ranging from excellent to out-of-service rankings.
2. Annual Certification of Insurance
3. DOTD Annual Report
4. NTD reporting if required or waiver submission if not.
5. Annual drug test reports as required by FTA / DOTD
6. PASS training or DOTD approved equivalency