

# **REQUEST FOR PROPOSALS**

**For the Oversight of Operating, Administrative and Financial Aspects of the Public Transit Service in  
St. Charles and St. John the Baptist Parishes Louisiana**

**Issued by:  
River Parishes Transit Authority**

**Issued: April 19, 2018**

**Contact Person:  
Stacy Van Sickle  
Transdev  
c/o River Parishes Transit Authority  
149 Woodland Drive  
LaPlace, Louisiana 70068  
Telephone: (504) 313-0176  
Email: stacy.vansickle@transdev.com**

**Proposals Due:  
June 7, 2018 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**

The River Parishes Transit Authority (RPTA) will receive sealed proposals for oversight 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 third party oversight to monitor the operating, administrative and financial aspects of the River Parishes Transit Authority (RPTA) bus service.

Deadline for submittal of the Proposals is **4:30 p.m. (CT) on June 7, 2018**. Service and Cost Proposal packages shall be submitted with one easily reproducible original of each, in separate, **sealed envelopes** labeled **“Service Proposal for RPTA Oversight”** and **“Cost Proposal for RPTA Oversight”** and shall be **delivered/mailed** to:

**Stacy Van Sickle**  
**Transdev**  
**c/o River Parishes Transit Authority**  
**149 Woodland Drive**  
**LaPlace, Louisiana 70068**

**Phone: (504) 313-0176**  
**email: stacy.vansickle@transdev.com**

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

Copies of the Request for Proposals (RFP) can be downloaded from the RPTA web site at [www.rptarolls.org](http://www.rptarolls.org) after **April 19, 2018**. For a hard copy, contact RPTA, at (504) 313-0176.

A pre-proposal conference will be held on **Thursday, May 3, 2018**. 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 email to Ms. Van Sickle and must be received no later than **4:30 p.m. on May 10, 2018**.

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 offerer whose proposal best meet the needs of the RPTA Public Transportation System.

Publication: Thursday, April 19, 2018 ([www.rptarolls.org](http://www.rptarolls.org)); Saturday, April 21, 2018 (L'Observateur Newspaper; Wednesday, April 25, 2018 (L'Observateur Newspaper); and Monday April 23, 2018 (Passenger Transport).

## **SECTION II.**

## **PROCUREMENT PROCESS, TIMELINE AND DEADLINES**

This Request for Proposals is being issued by the River Parishes Transit Authority (RPTA). The primary contact for all communications regarding this Proposal is Stacy Van Sickle c/o RPTA P. O. Box 2444 LaPlace LA 70069-2444; Telephone: (504)313-0176, Email: stacy.vansickle@transdev.com

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 Thursday, April 19, 2018 and publicized as follows:

- On the RPTA Website at [www.RPTARolls.org](http://www.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 upon request to the RPTA 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 **Thursday, May 10, 2018 at 4:30 P.M. (CT)**. The RPTA 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 Thursday, June 7, 2018**. Proposals received after that date and time will not be accepted. Service and Cost Proposal packages shall be submitted as outlined in *Section V. Proposal Submittal and Format*. The Proposals shall be delivered/sent to:

**Stacy Van Sickle**  
**Transdev**  
**c/o River Parishes Transit Authority**  
**149 Woodland Drive**  
**LaPlace, Louisiana 70068**

**Phone: (504) 313-0176**  
**email: [stacy.vansickle@transdev.com](mailto:stacy.vansickle@transdev.com)**

PROPOSER bears total responsibility for ensuring their proposal is complete and arrives on time. **Proposals received by Facsimile or email will not be considered.** PROPOSER shall comply with each and every requirement of this RFP to be considered responsive. The Proposals shall be reviewed by a committee 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 VII. Evaluation of Proposals*.

## **Proposal Timeline**

**Thursday, April 19, 2018; Saturday, April 21, 2018; Wednesday, April 25, 2018, and Monday April 23, 2018.**

Advertise on [www.rptarolls.org](http://www.rptarolls.org), in the official journal L'Observateur and in the American Public Transportation Association's publication – Passenger Transport that the RPTA is accepting Proposals and the Request for Proposals/Specifications packets are available.

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**Thursday, May 3, 2018; 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: **May 3, 2018**

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 Transdev at 504-313-0176

**Thursday, May 10, 2018 at 4:30 P.M. (CT):** Deadline for receipt of **questions** and request for **clarifications** regarding the Request for Proposals for the River Parishes Public Transportation System.

**Thursday, May 17, 2018; 4:30 PM (CT):** **Questions and clarifications** regarding the Request for Proposals for the RPTA Public Transportation System shall be answered.

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**Thursday, May 24, 2018; 4:30 PM (CT):** Deadline for submitting a pre-award **protest** (see *Section X, Procurement Protest Procedure*)

**Thursday, May 31, 2018; 4:30 PM (CT):** Deadline for RPTA response to any pre-award **protest**.

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**Thursday, June 7, 2018, 4:30 P.M. (CT):** Deadline for Receipt of Proposals.

### **SECTION III.**

### **OVERVIEW AND DEFINITIONS**

The RPTA currently uses contracted services to provide demand response, curb-to-curb, public transit system 6 days a week, with service hours ranging from 5:00 A.M. to 7:30 P.M. Monday through Friday and 5:30 A.M. to 7:30 P.M. 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.

The burden to monitor the operating, administrative and financial aspects of the River Parishes Transit Authority (RPTA) bus service falls upon the shoulders of an appointed governing board that is composed of volunteer board members who meet monthly. In its current configuration, the RPTA has no full time administrative or financial staff to assist them in those tasks.

The purpose of this Request for Proposals is to solicit Proposals from qualified private and public passenger transportation entities for third party oversight to monitor the operating, administrative and financial aspects of the River Parishes Transit Authority (RPTA) bus service.

It would be the responsibility of the awarded Contractor to provide staff functions to assist the River Parishes Transportation Authority (RPTA) Board of Directors in meeting its public fiduciary responsibilities. This role is vital to the success of the RPTA's mission as it provides the board a check on all its contracted functions, helping ensure the integrity of all expenditures of public funds as required by the Federal Transit Administration by providing oversight to monitor the operating, administrative and financial aspects of the River Parishes Transit Authority (RPTA) transit system and acting as the RPTA's fiscal agent.

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.

***The deadline for the submission of Proposals is 4:30 P.M. (CT), Thursday June 7, 2018***

Service and Cost Proposals shall be submitted in substantial form and order as outlined in *Section VI. 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:

**Stacy Van Sickle  
Transdev  
c/o River Parishes Transit Authority  
149 Woodland Drive  
LaPlace, Louisiana 70068**

**Phone: (504) 313-0176  
email: stacy.vansickle@transdev.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 RPTA at (504) 313-0176 and at [www.rptarolls.org](http://www.rptarolls.org).

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.

***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 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 to provide assurance that the PROPOSER 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 to perform the services described in this RFP.
- i) **“Contract Bond”** means performance and payment bond furnished by the PROPOSER and the PROPOSER’s Surety to provide assurance that the PROPOSER 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 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’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 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 to complete the work set forth in this RFP.
- bb) **“PROPOSER”** 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 to illustrate procedures, materials, equipment or workmanship and to establish criteria by which the work will be judged.
- kk) **“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.
- ll) **“State”** means the State of Louisiana.
- mm) **“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.
- nn) **“Surety”** means a person providing a Proposal Guarantee, Contract Bond, or Maintenance Bond to a PROPOSER, as applicable, to indemnify the RPTA against all direct and consequential damages suffered by failure of the PROPOSER to execute the Contract Form or of the PROPOSER to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers or to perform the Guarantee, as applicable.
- oo) **“USDOT”** means the United States Department of Transportation.
- pp) **“Work”** means the services required by the Contract Documents, to include all labor, materials, equipment and services performed or provided by the PROPOSER for the Project.

**Implementation Date**

The service under the contract contemplated by this RFP shall begin on or before July 15, 2018. The PROPOSER shall be prepared to begin on or before July 15, 2018, with appropriate personnel and other resources in place. All documents as required by these specifications shall be provided by this date.

**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 PROPOSER, 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 July 15, 2018.

**Scope of Services / Tasks**

The awarded PROPOSER would provide the following support functions to the RPTA Board of Directors:

1. Fiscal Oversight, inclusive of acting as the RPTA's fiscal agent
2. Administrative Oversight
3. Contract Compliance Monitoring

**1. Fiscal Oversight**

PROPOSER will provide a designated person to serve as staff to the board and generally perform these functions:

- a. Perform drawdowns of various funding sources (Federal/State/Local) through ECHO and other sources/programs.
- b. Track the deposit of all monthly receipts and facilitate payment of all expenditures from the RPTA's checking account (i.e., maintain the checkbook). Maintain accurate financial records providing reports as to the ongoing financial status of the RPTA at each board meeting.
- b. Maintain accounting and auditing records in compliance with federal and state government accounting procedures.
- c. Review requests for reimbursement made by contractors.
- d. Review annual budget that the contractor submits to the board.

**2. Administrative Oversight**

PROPOSER will provide a designated person to serve as staff to the board and generally perform these functions:

- a. Advise the RPTA Board of Directors in complying with all applicable State, local, and federal regulations.

- b. House and protect the public records of the RPTA as required by Federal regulation and Louisiana State Law. (Reviewing that there is maintenance of adequate documentation of all work performed under the various grant programs. 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.)
- c. Advise the RPTA Board of Directors or their designee in the review of any reports, annual audits, triennial review, etc. to be submitted to the Federal Transit Administration, Louisiana Department of Transportation and Development and other funding agencies.
- d. Monitoring the grant funding process from application, throughout expenditure and draw down of all funds and finally processing grant close-outs, including TEAM, ECHO, NTD and DOTD reports.
- e. Review of all bid documents and monitor the procurement process for consistency with local, state and federal regulations.
- f. Attend and assist the RPTA Board of Directors for any RPTA monthly meetings.

### **3. Monitor Contract Compliance**

PROPOSER will provide a designated person to serve as staff to the board and generally perform these functions:

- a. Assist the RPTA Board of Directors or their designee in the monitoring of all contractors for compliance with applicable federal regulations.
- b. Assist the RPTA Board of Directors or their designee in the review of all contractor invoices for payment and equipment purchase requests.
- c. Assist the RPTA Board of Directors or their designee in reviewing all contractors' adherence to the provisions of contracts entered into with the RPTA.

## **SECTION V. COMPLIANCE GUIDELINES**

### **A. RPTA Policy and Procedure Manual**

The PROPOSER 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](http://www.rptarolls.org).

### **B. DOTD and FTA**

Successful administration of the RPTA will require the following practices, for which the PROPOSER 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.

### **C. Service Area Implications**

The RPTA's 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. The PROPOSER will be expected to understand both the urban and rural services and the reporting requirements associated with each.

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 PROPOSER 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 PROPOSER would be responsible for compliance with all State and FTA regulations.

### **D. Personnel**

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

Prior to the implementation of the service, the PROPOSER shall develop, and thereafter maintain an appropriate personnel policies and procedure manual that describes the PROPOSER'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 engages personnel that shall be able to reflect and to pursue these qualities. The PROPOSER 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 shall comply fully with FTA-required drug and alcohol regulations and requirements (refer to RPTA Drug and Alcohol Policy). The successful PROPOSER 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 shall hire employees in numbers and positions sufficient and appropriate to permit it to meet its obligations and undertakings 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.

To the extent permitted by the contract created pursuant hereto and not otherwise prohibited thereby, the PROPOSER 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'S personnel.

It is the PROPOSER'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. The cost of this training and instruction shall be paid by the PROPOSER.

The RPTA shall be allowed to review the training of employees to determine contract compliance. The PROPOSER shall maintain and have available for review by the RPTA upon reasonable request all the certifications, training records, testing records, and licenses of all personnel engaged by the PROPOSER.

PROPOSER 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 remove personnel from the transit service should occasion arise necessitating such request.

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

#### **E. Billing**

The PROPOSER shall provide a monthly invoice to the RPTA within ten (10) days of the end of the calendar month within which services were provided. Following a verification of the invoice with the documentation submitted RPTA shall pay the PROPOSER 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 for the RPTA service. Any overpayment uncovered in such an audit shall be charged against the PROPOSER'S future invoices.

#### **F. Records, Reports, Monitoring and Reporting**

The PROPOSER shall be responsible for properly maintaining separate records and summaries for services provided for the RPTA as are reasonably necessitated by the underlying contract. The PROPOSER shall keep

up-to-date and comply with all required Federal, State, and local certifications, assurances, and licenses that are required; or that become necessary hereafter.

As permitted by law, the PROPOSER 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 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.

#### **G. 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. The PROPOSER agrees to preserve, and to cause any subcontractor to preserve and make available all financial, operations, administrative, and maintenance records pertaining to this contract. Any overpayment to the PROPOSER 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 monitoring system, which may include direct observation by RPTA personnel. The PROPOSER shall be given yearly performance measurement and improvement goals with expectations of achieving them. The PROPOSER and the RPTA shall collaborate yearly on the establishment and enforcement of such goals to ensure that they are fair and reasonable.

#### **H. Meeting**

The RPTA holds monthly public meetings at which various problems and proposed solutions may be discussed. The PROPOSER'S Manager or other employee with decision making authority shall be required to attend all such meetings.

Additional meetings may be required (especially at the beginning of the contract) to ensure open communication with the PROPOSER. Unless otherwise notified, the PROPOSER'S Manager or other employee with decision making authority shall be required to attend all such meetings.

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

#### **I. All Records of the RPTA are Public Records**

The PROPOSER 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 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. The successful PROPOSER will develop within year one of their contract a plan for managing the record keeping functions of the RPTA in accordance with the rules set forth by the State of Louisiana's Division of Administration.

## **SECTION VI.**

### **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. The responses and proposals shall be submitted in hard copy. Electronic copies via e-mail or on disk, and in Adobe Acrobat (\*.PDF) format) may also accompany, **but may not substitute for, the hard copy.**

PROPOSER bears total responsibility for ensuring their proposal is complete and arrives on time. Proposals received by Facsimile or email will not be considered. PROPOSER shall comply with 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 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 would require from notification of award to start-up.
2. PROPOSER 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 Oversight" and the Cost Proposal envelope shall be labeled "Cost Proposal for RPTA Transit System Oversight." Each label shall clearly identify the PROPOSER, including mailing address and contact person(s) with phone number.
2. The Cost Proposal shall include a discussion and rationalization for the proposed cost.
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 public transit (see *SECTION VIII Qualifications of Proposer* for the content of this section).
5. The Service Proposal shall address how the PROPOSER intends to meet the features of the scope of work discussed in *Section IV* 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 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 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, PROPOSERS are requested to submit questions in writing no later than **4:30 p.m. (CT) on Thursday, May 10, 2018** to:

**Stacy Van Sickle  
Transdev  
c/o River Parishes Transit Authority  
149 Woodland Drive  
LaPlace, Louisiana 70068**

**Phone: (504) 313-0176  
email: stacy.vansickle@transdev.com**

Answers to questions and clarifications shall be distributed on or before **Thursday, May 17, 2018; 4:30 PM (CT)**:-by Stacy Van Sickle or her designee. 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. There shall be no verbal agreements.



## **SECTION VII. EVALUATION OF PROPOSALS**

The RPTA will form a Selection Committee who shall review and analyze each response. 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 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 PROPOSERS 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 PROPOSERS with which to enter into negotiations. Interviews and/or negotiations may be conducted with the top two PROPOSERS 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 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 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 PROPOSERS. This includes the financial statements of any subcontractors proposed in the responses. Each PROPOSER 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'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 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 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.
- B. A PROPOSER for a Contract shall be considered responsive if the PROPOSER'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 a competitive advantage.

1. A PROPOSER shall be rejected as non-responsive if the PROPOSER'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 may be rejected as non-responsive if the PROPOSER's proposal does not contain an executed Proposer's Affidavit and Non-Collusion Affidavit.
  3. A PROPOSER 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 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 shall be notified in writing by certified mail of the finding and the reasons for the finding.
- C. In determining whether a PROPOSER is best, factors to be considered include, without limitation:
1. Preferences required by law, where applicable;
  2. The experience of the PROPOSER;
  3. The financial condition of the PROPOSER;
  4. Compliance by the PROPOSER and related persons with ethics laws;
  5. The conduct and performance of the PROPOSER on previous contracts, which shall include, without limitation, compliance with prevailing wage laws and equal opportunity requirements;
  6. The facilities of the PROPOSER;
  7. The management skills of the PROPOSER;
  8. The ability of the PROPOSER to execute the Contract properly; and
  9. The ability of the PROPOSER to perform at least 51% of the work with its own employees.
- D. The RPTA shall obtain from the best PROPOSER any information that it deems appropriate to the consideration of factors showing that such PROPOSER's proposal is best, including without limitation the following:
1. Overall experience of the PROPOSER, 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 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;
  6. Description of the management experience of the PROPOSER'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 is best, the Contract shall be awarded to such PROPOSER unless all proposals are rejected.
- F. If the lowest responsive PROPOSER 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 until

the contract is awarded, all proposals are rejected or all responsive PROPOSERS are determined to be not best.

G. The RPTA may obtain the information described in subparagraph (D) from several PROPOSERS simultaneously, but shall review each PROPOSER's information separately and not comparatively.

H. Each PROPOSER shall provide requested information within such time limits as the RPTA shall establish.

#### **Rejection of Proposal:**

If after evaluation the lowest PROPOSER is determined to be not responsive or best, the RPTA shall reject such proposal and shall notify the PROPOSER 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.

<b>Evaluation Criteria</b>	<b>Maximum points</b>	<b>Score</b>
<b>Understanding</b> (Proposer has demonstrated a thorough understanding of the scope of the project and their role and responsibilities within the transit system.)	15	
<b>Experience</b> (Proposer experience with similar services type; previous performance record, knowledge of public record keeping, government accounting requirements, familiarity with federal and state funding regulations)	35	
<b>Service Plan and Design</b> (Proposer has created a comprehensive plan to implement requirements of the RFP.)	35	
<b>Presentation and Proposal</b> (Proposal is organized and responsive to all areas contained in the RFP; proposer exhibited confidence and knowledge regarding the proposed operation.)	15	
<b>Service Proposal Total</b>	100	

## **SECTION VIII QUALIFICATIONS OF PROPOSER**

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

PROPOSERS shall discuss the background and history of their organization in public transit systems. This discussion shall focus on how long they have been in the transit business and an explanation of transit systems assisted.

PROPOSERS shall explain the philosophy of their organization in providing quality service to customers. In discussing their philosophy, PROPOSERS shall talk about how they intend to address and internalize the RPTA's Core Values of Public Transit Service, as listed in *Section IX* when providing service.

PROPOSERS shall also discuss their understanding of and ability to accomplish the following:

1. Establish and maintain an excellent working relationship with the RPTA Board of Directors, its operator and all others employed in the service of the RPTA;
2. Meet both the rural and urban public transit requirements associated with FTA, and LaDOTD and other transit funding programs;

The PROPOSERS shall demonstrate that their business or organization is financially stable and well managed, and fiscally and technically capable of providing service to the RPTA. The PROPOSER 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).

PROPOSERS 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.

PROPOSERS 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.

PROPOSERS shall state the recent history (within the last three (3) years) of claims paid out as part of any transportation services offered by the PROPOSER.

PROPOSERS 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 shall provide a resume/work history of key personnel who it is anticipated shall be assigned to the RPTA.

Each PROPOSER shall submit a list of references and a detailed resume for employees who will service the RPTA.

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 X. 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 PROPOSERS 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 Stacy Van Sickle, in writing, no later than **Thursday, May 24, 2018; 4:30 PM (CT)**. 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 RPTA 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 RPTA, the RPTA will respond in detail to each substantive issue raised. RPTA's written response will be postmarked or transmitted at least five (5) business days prior to the proposal due date, or by **Thursday May 31, 2018; 4:30 PM (CT)**.

### **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. 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 PROPOSER. 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 PROPOSER. 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 PROPOSER. 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 Stacy Van Sickle, River Parishes Transit Authority, P. O. Box 2444 LaPlace LA 70069-2444 email: stacy.vansickle@transdev.com.

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 RPTA's 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 RPTA, 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.



## **SECTION XI.**

### **STANDARD CONTRACT LANGUAGE, CERTIFICATION AND ASSURANCES**

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

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

The PROPOSER 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 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/CONTACTOR expressly warrants that the PROPOSER'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. 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. 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 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 represents that it possesses the legal authority to enter into a contract with the RPTA. Each PROPOSER shall submit a resolution, motion or similar action that has been duly and properly adopted or passed as an official act of the PROPOSER'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 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 should the PROPOSER fail to meet any and all licensing requirements imposed by law and/or by applicable regulation; upon a material breach by the PROPOSER of the terms of the contract; or if the RPTA determines that it is in its best interest. The PROPOSER 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 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 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 responsible for any reasonable excess costs occasioned thereby.

**Performance bond:** The successful PROPOSER may be required to submit a performance bond. After Notice of Award and acceptance of such, the successful PROPOSER 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 may subcontract with other entities for the delivery of services which are not directly related to the provision of transportation system oversight. 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 of its liability under the contract, or affect or modify the same. The PROPOSER 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:** PROPOSER, agents, and employees of the PROPOSER 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 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 or its employees, shall be disclosed in writing to the RPTA.

**Insurance:** As is applicable, the successful PROPOSER shall maintain Workers' Compensation Insurance upon its employees throughout the term of the Contract, and furnish the appropriate documentation, showing that the successful PROPOSER 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 purchase and maintain policies of insurance to protect the PROPOSER and the RPTA from claims which may arise out of the contract stemming from this RFP solicitation.

**Infringements and indemnifications:** Each PROPOSER understands and agrees that in its relationship with the RPTA, it shall continue to be an independent contractor, and that, if the PROPOSER 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, 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 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, 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 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 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 is found to be in violation of any of those laws.

The PROPOSER 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 under the resulting contract with RPTA.

**Access to, availability of and retention of records:** The successful PROPOSER 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 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 are public, permanent records of the RPTA and as such the PROPOSER 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 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 shall expect unannounced audits, spot checks, visits, etc. by the RPTA 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 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 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 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 payment received for duplicate billing, erroneous billings, deceptive claims, or falsification.
3. Agree that it shall not be required to repay overpayment caused by the negotiated rate being in excess of the PROPOSER'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 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, 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 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 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 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. 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 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 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.

**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 shall provide a monthly invoice to the RPTA within ten (10) 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 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 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 shall agree to accept as full payment for services rendered in a manner satisfactory to the RPTA the final price negotiated and agreed to by the RPTA and the successful PROPOSER. This price shall be inclusive of all service and expenses required of PROPOSER under contract.

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 PROPOSER.

**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 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 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'S failure to comply shall constitute a material breach of contract. Further, the PROPOSER 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 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 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 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 shall neither solicit nor accept gratuities, favors or anything of monetary value from RPTA officers, employees or agents. The PROPOSER 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 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 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 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 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 shall state that the PROPOSER 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.

**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 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.

## **SECTION XII. 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
  - ☐ Completed Contact Information Sheet
  - ☐ Organization Description
  - ☐ Legal Status of Organization
  - ☐ Implementation and Management Plan
  - ☐ Sample Personnel Policies and Procedure Manual
  - ☐ Documentation of DBE Efforts
  - ☐ Personal Property Taxes Disclosure
  
- ☐ Service Proposal (four copies, easily reproducible) and separate from Cost Proposal
  - ☐ Service Proposal
  - ☐ Implementation and Management Plan
  
- ☐ References
  - ☐ Service References
  - ☐ Credit References
  
- ☐ Required Signature Documents (Section XIII)
  - ☐ Proposal Form
  - ☐ Proof of Insurability
  - ☐ Waiver and Release Form
  - ☐ Non-Collusion Affidavit
  - ☐ Certification Regarding Lobbying and Disclosure of Lobbying Activities
  - ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - ☐ Proposal Bond or Guaranty
  - ☐ FTA Master Agreement Compliance
  - ☐ FTA Mandatory Provisions
  - ☐ Additional Considerations (If Applicable)

Cost Proposal (in a separate sealed envelope)



\_\_\_\_\_ Cost Summary per Year of Contract Service

## **CONTACT INFORMATION SHEET**

Name of

Organization:

Business Address:

Telephone

Number(s):

Fax:

Email:

Website:

Name and Title of  
Contact Individual for  
Further Information

### ***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)

### ***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**

**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.*

**IMPLEMENTATION AND MANAGEMENT PLAN - PHASE-IN OF SERVICE:**

Respondent must submit a detailed account of how they will accomplish the start-up of the service on or before July 15, 2018. This time schedule should take into account all facets of the start-up including, personnel, facilities, equipment, computers, software, etc. RPTA desires to see week-by-week time scheduling of all the above aspects to ensure that the start-up can be accomplished in the given time frame.

**PROPOSER 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
---------	---------	---------	-----------	-------------

**SECTION XIII.**

**REQUIRED SIGNATURE DOCUMENTS**

**PROPOSAL PAGE- SHALL BE INCLUDED IN SERVICE PROPOSAL ENVELOPE**

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

PROPOSER:

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 Services as adopted by the River Parishes Transit Authority, and also having become familiar with all of the conditions affecting this Proposal, I, or we, hereby propose to furnish all materials, labor, equipment, bonds and insurance necessary to provide the required services for the River Parishes Transit Authority. Said service shall be performed beginning on or before July 15, 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 provision of said services for the RPTA Transit System on or before July 15, 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/\$2,000,000.00 Public Liability and Property Damage Insurance certificate. All employees handling RPTA funds shall be bonded.

\_\_\_\_\_  
Signature

For: (company name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Proposal Bond/Guarantee**

---

Company or Proposer Name

holds quoted price/cost firm and guarantees that this price/cost will be unchanged for ninety (90) days from the date of submission of the Proposal.

---

Name and Title of Authorized Official

---

Signature of Authorized Official

**FTA Mandatory Provisions (APPENDIX 1) and FTA Required Contract Clauses (APPENDIX 2)**

We have read the attached Federal Transit Authority Mandatory Provisions and Required Contract Clauses and are fully aware of the responsibilities and duties of the RPTA and its contractors in complying with these requirements. We have completed and signed the required forms from Appendix 2.

\_\_\_\_\_  
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 \$2,000,000.00 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	



**ADDITIONAL CONSIDERATIONS**

On an attached sheet, list and explain any items or conditions that you feel may be necessary to execute the contract that have not been addressed in the proposal package.

## 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](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](http://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)

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.

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14. Disadvantaged Business Enterprises (DBE)
15. Incorporation of Federal Transit Administration (FTA) Terms
16. Debarment and Suspension

## **1. ENERGY CONSERVATION REQUIREMENTS**

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **2. CLEAN WATER REQUIREMENTS**

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **3. LOBBYING**

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

### **49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with proposal)*

The undersigned [PROPOSER] 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

#### **4. ACCESS TO RECORDS AND REPORTS**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized

representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

## Requirements for Access to Records and Reports by Types of Contract

Contract Characteristic	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

### Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

## 5. FEDERAL CHANGES

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 6. CLEAN AIR

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **7. RECYCLED PRODUCTS**

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

## **8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### **No Obligation by the Federal Government.**

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

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

## **9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

## **10. TERMINATION**

**a. Termination for Convenience (General Provision)** The RPTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the RPTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the RPTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the RPTA, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The RPTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to RPTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from RPTA setting forth the nature of said breach or default, RPTA shall have the right to terminate the Contract without

any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude RPTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that RPTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RPTA shall not limit RPTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The RPTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the RPTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the RPTA.

If the termination is for failure of the Contractor to fulfill the contract obligations, the RPTA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the RPTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the RPTA.

## **11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the RPTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RPTA the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **12. PRIVACY ACT**

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

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

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

## **13. CIVIL RIGHTS REQUIREMENTS**

**Civil Rights** - The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or

age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

#### **14. BREACHES AND DISPUTE RESOLUTION**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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



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

## **15. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3 %. A separate contract goal of 3 % DBE participation has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RPTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see 49 CFR 26.13(b)*).

c. PROPOSERS/CONTRACTORS are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the PROPOSERS/CONTRACTORS's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

PROPOSERS/CONTRACTORS must present the information required above prior to contract award (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the RPTA. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify RPTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of RPTA.

## **16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

### **FTA Circular 4220.1E**

**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 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.

## **17. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **49 CFR Part 29**

#### **Executive Order 12549**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the River Parishes Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the River Parishes Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **APPENDIX 3 COST PROPOSAL**

#### **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 Cost Summary form for submitting the Cost Proposal portion of the project in a separate sealed envelope as described in the RFP.

<b>COST SUMMARY FOR YEAR</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>*2021-2022</b>	<b>*2022-2023</b>
<b>Annual Cost</b>					

\*Option to extend for two additional 12-month periods