

**REQUEST FOR PROPOSALS**

**For the Provision of 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: Wednesday, March 13, 2024**

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**Proposals Due:  
Friday, May 10, 2024  
by 4:30 P.M. (CST)**

**The River Parishes Transit Authority (RPTA) reserves the right to reject any or all proposals, to waive informalities, and/or to accept any proposal which it deems most favorable to the public service being offered.**

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**River Parishes Transit Authority (RPTA) 2024 Request for Proposal (RFP)**  
**For the Provision of the Oversight of Operating, Administrative and Financial Aspects of the Public Transit Service in**  
**St. Charles and St. John the Baptist Parishes Louisiana**

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.

Proposals should be organized and submitted in strict accordance with the format specified in this RFP. The RPTA reserves the right to refuse to consider proposals that are not submitted in this format or that are incomplete. Deadline for submittal of the Proposals is 4:30 p.m. (CT) on Friday, May 10, 2024.

| <u>MILESTONE</u>                      | <u>Dates</u>              |
|---------------------------------------|---------------------------|
| RFP release online                    | Wednesday, March 13, 2024 |
| RFP advertisement #1                  | Wednesday, March 13, 2024 |
| RFP advertisement #2                  | Wednesday, March 20, 2023 |
| Virtual Pre-Proposal Conference       | Friday, March 29, 2024    |
| Deadline for questions from proposers | Friday, April 5, 2024     |
| Deadline for responses to questions   | Friday, April 12, 2024    |
| Deadline for final submission         | Friday, May 10, 2024      |

Proposals will be evaluated for both technical factors and cost factors. The technical factors that will be considered in the selection process include the contractor’s experience in performing governmental engagements, qualifications of staff, and approach for planning and conducting the engagement.

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.

**Background**

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. Saturdays. There are no fixed routes; all service is considered demand response 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.

RPTA service, and this project, are 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.

### **General Information**

Questions concerning this request for proposal (RFP) should be directed to Stacy Van Sickle of Transdev Services, Inc. at [stacy.vansickle@transdev.com](mailto:stacy.vansickle@transdev.com) by 4:30 p.m., **April 5, 2024**. Transdev will issue responses to official inquiries by 4:30 p.m., **April 12, 2024**. Transdev is currently acting as the RPTA's operations and grants management contractor.

Each proposal must include the pricing information required by the engagement in a separately sealed envelope stapled to the inside back cover of the proposal.

The pricing information should conform to the format specified in this RFP (see Attachment A). Failure to present the pricing information in this format will result in the disqualification of a proposer. The envelope containing the pricing information must specify "Pricing Information for Response to the RPTA Request for Proposals", the solicitation number, firm name, and the River Parish Transit Authority (RPTA) name.

Any proposal that includes the pricing information in the body of the proposal will be rejected.

### **Civil Rights Compliance**

The Proposer agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990. Proposer agrees not to discriminate in its employment practices, and will render services under this agreement and any contract entered into as a result of this agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Proposer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement and any contract entered into as a result of this agreement.

### **Scope of Engagement**

The engagement will encompass all funds under the control of the RPTA. There will be no limitations on the scope of the engagement.

### **Contract Period**

The contract period is for three (3) years with options for two (2) one-year renewals.

It is understood that the RPTA and successful proposer may exercise any rights available under Louisiana law to terminate for cause upon the failure to comply with the terms and conditions of the agreement, provided that written notice specifying the failure and a reasonable opportunity to correct the failure.

The RPTA and/or the Proposer may terminate this agreement at any time by giving thirty (30) days written notice to the other party or by negotiating an effective date.

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the River Parish Transit Authority (RPTA), where applicable.

### **Implementation Date**

The service under the contract contemplated by this RFP shall begin on or before July 15, 2024. The PROPOSER shall be prepared to begin on or before July 15, 2024, with appropriate personnel and other resources in place. All documents as required by these specifications shall be provided by this date.

### **Payment for Services**

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.

### **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.
- c. Maintain accounting and auditing records in compliance with federal and state government accounting procedures and provide requested information/documents to ICPA each year.
- d. Review requests for reimbursement made by contractors.
- e. Assist in the preparation of the 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 reviews, 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.

## **Compliance Guidelines**

### **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).

### **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.

### **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.

### **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.

### **Billing**

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.

### **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.

### **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.



## **Meetings**

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.

## **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.

## ***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 (30) 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.

### **Incomplete Proposals**

The RPTA reserves the right to reject proposals that are incomplete. While not an all-inclusive listing, any one of the following will cause the proposal to be considered incomplete:

- The proposal significantly departs from the format specified.
- The proposal has not been signed by the proposer.
- The pricing information is not placed in a sealed envelope.
- The pricing information significantly departs from the format specified (see Attachment A).
- The proposer fails to sign documents in Attachment C (Required Signature Documents) prior to proposal submittal or prior to signing of contract.

### **Evaluation**

The RPTA Board will use a weighted evaluation scheme. Proposals will be evaluated using a two-step process. The first step involves a review of proposals submitted to the RPTA for their consideration. Once the RPTA is satisfied with the top group of proposers, the pricing envelopes from the top group will be opened. The committee will award the contract for engagement services to the proposer with the highest average evaluation score, subject to the following:

- If there is reason to believe that an unreasonably low proposal has been submitted, the RPTA may reject the proposal on the basis that the proposer is not independent with respect to the state agency.
- Disadvantaged and minority firms will be given consideration to the maximum extent practicable.
- The RPTA may award the contract to other than the proposer submitting the lowest price if it determines that there are compelling reasons to do so.

The successful proposer will be notified within 10 working days of the award of the contract.



## **Federal Transit Administration Mandatory Provisions Introduction and Terminology**

Contractor(s) agrees to acknowledge that the River Parishes Transit Authority 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 Proposers 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 viewed at [http://www.fta.dot.gov/legislation\\_law/12349\\_8641.html](http://www.fta.dot.gov/legislation_law/12349_8641.html).

Any Contractor(s) shall supply and/or execute such documents as the RPTA may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations. Required FTA third-party contracting clauses are contained within Attachment B. Additionally, all proposals shall contain all certifications, duly executed, contained in Attachment C. Failure to do so may result in the RPTA's refusal to consider the proposal.

## **References**

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in the recent past (not to exceed past three years). Contact person(s), addresses and telephone numbers for each reference shall be included.

**ATTACHMENT A – FEE PROPOSAL**

**River Parishes Transit Authority (RPTA)**

**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>2024-2025</b> | <b>2025-2026</b> | <b>2026-2027</b> | <b>*2027-2028</b> | <b>*2028-2029</b> |
|------------------------------|------------------|------------------|------------------|-------------------|-------------------|
| <b>Annual Cost</b>           |                  |                  |                  |                   |                   |

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

## **ATTACHMENT B – FEDERAL TRANSIT ADMINISTRATION THIRD-PARTY CONTRACT CLAUSES**

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

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS, & RELATED ACTS**

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

### **ACCESS TO RECORDS AND REPORTS**

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the

disposition of all such litigation, appeals, claims or exceptions related thereto.

- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### **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 contract.

### **CIVIL RIGHTS**

#### **Civil Rights and Equal Opportunity**

RPTA is an Equal Opportunity Employer. As such, RPTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, RPTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*,

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

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

#### **FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

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

#### **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.

#### **TERMINATION**

##### **Termination for Convenience**

RPTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in RPTA'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 RPTA to be paid the Contractor. If the Contractor has any property in its possession belonging to RPTA, the Contractor will account for the same, and dispose of it in the manner RPTA directs.

##### **Termination for Cause**

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, 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 be paid only 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 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, RPTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **Opportunity to Cure**

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 [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.

### **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 covenant, term, or condition of this contract.

## **DEBARMENT AND SUSPENSION**

### **Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or RPTA to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

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 RPTA. If it is later determined by RPTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies

available to 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

**\*\*\* Signature required on Debarment Certification contained in Attachment C. \*\*\***

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

### **Overview**

It is the policy of RPTA and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of RPTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE’s;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. RPTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, RPTA may consider during its review of the Bidder/Offeror’s submission package, the Bidder/Offeror’s documented history of non-compliance with DBE requirements on previous contracts with RPTA.

### **Contract Assurance**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RPTA deems appropriate.

### **DBE Participation**

For the purpose of this Contract, RPTA will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [*certifying agency or the Unified Certification Program (UCP)*]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by RPTA.

### **DBE Participation Goal**

The national DBE participation goal is 10%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 10%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

### **Proposed Submission**

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by RPTA.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

### **Good Faith Efforts**

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), RPTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that RPTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with RPTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, RPTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade



association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

### **DBE Utilization Form**

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

\_\_\_\_\_ The Bidder/Offer is committed to a minimum of 10% DBE utilization on this contract.

\_\_\_\_\_ The Bidder/Offeror (if unable to meet the DBE goal of 10%) is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

### **DBE Participation Schedule**

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

#### ***DBE IDENTIFICATION AND INFORMATION FORM***

- Name and Address
- Contact Name and Telephone Number
- Participation Percent (Of Total Contract Value)
- Description Of Work To Be Performed

- Race and Gender of Firm

### **LOBBYING RESTRICTIONS**

The undersigned 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 influencing or attempting to influence 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

**\*\*\* Signature required on Lobbying Certification contained in Attachment C. \*\*\***

## **ATTACHMENT C – REQUIRED SIGNATURE DOCUMENTS**

All certifications listed below shall be signed and returned with proposal. Failure to do so may result in refusal to consider the bid.

- Federal Transit Authority Master Agreement
- Lobbying Certification
- Debarment Certification
- Non-Collusion Affidavit

## FEDERAL TRANSIT AUTHORITY MASTER AGREEMENT

Contractor(s) agrees to acknowledge that RPTA 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 RPTA 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 RPTA's refusal to consider the bid.

We have read the above referenced 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: \_\_\_\_\_

**LOBBYING CERTIFICATION**

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

- 4. 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.
- 5. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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.
- 6. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**DEBARMENT CERTIFICATION**

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

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