

**PUBLIC NOTICE
REGIONAL TRANSIT AUTHORITY
EXCLUSIVE ADVERTISEMENT RIGHTS
REQUEST FOR PROPOSALS (RFP) #2025-004**

Project Description: The New Orleans Regional Transit Authority (RTA) is seeking a contractor who shall have the exclusive right to market advertising space on RTA buses, streetcars, ferries and ferry terminals, per specifications in RFP 2025-004.

How to Obtain a copy of the RFP: Scope of Work and further information concerning the RFP may be obtained beginning January 10, 2025, from the RTA's Procurement website at <https://norta.procurement.com/home>. You will be required to first register on this website. The RFP can also be obtained at Regional Transit Authority's website at <http://www.norta.com>.

Clarifications: Any questions or further information concerning this RFP must be submitted through <https://norta.procurement.com/home> by 1:00PM on February 6, 2025. Only written questions submitted through Procurement site shall be considered official. All answers to questions shall be by formal addenda posted to the website under RFP 2025-004.

Responding to RFP: Proposals shall be submitted through RTA's Procurement website on or before 1:00 P.M., Thursday, February 20, 2025.

RTA in accordance with 49 Code of Federal Regulations (CFR) Part 26 has an obligation to ensure nondiscrimination of Disadvantaged Business Enterprises (DBEs) and to comply with all federal, state and local regulations relative to utilization of DBEs on publicly funded projects. The RTA is committed to utilization of DBEs on all federally funded projects toward attainment of the agency's established overall goal of 31%. **The RTA has established a Disadvantaged Business Enterprise (DBE) goal of 24.35% for this project.**

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

As such, award of the contract will be conditioned on meeting the requirements of the federal, state and local laws for Equal Opportunity including compliance with the policies of DBE Program.

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

**Lona Hankins
Chief Executive Officer
Regional Transit Authority
REGIONAL TRANSIT AUTHORITY**

Request for Proposals
RFP 2025-004 Exclusive Advertisement Rights

REQUEST FOR PROPOSALS NO. 2025-004

SUBMITTAL RECEIPT DEADLINE: Thursday, February 20, 2025 at 1pm

The Regional Transit Authority invites Qualifications Submittals for the services set forth above in accordance with the specifications enclosed herewith.

Qualifications Submittals **MUST** be received at the RTA's Offices by the date and time set as the Qualifications Submittals Receipt Deadline.

Enclosures ("X" indicates item enclosed)

X	Notice to Submitters	X	Instructions to Submitters
X	Terms and Conditions	X	Evaluation Criteria
X	Scope of Services		

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Attachment II – Scope of Work

I. INSTRUCTIONS TO PROPOSERS

1.1 PROPOSALS

Each submittal must include a Letter of Interest that addresses the suggested structure or organization of the proposed team (prime and sub-consultants), a detailed description of your team's approach and capability to handle project-specific issues, a schedule of the proposed work, and any other information that may assist the RTA in making a selection. Letters of Interest should be concise and limited to three (3) pages.

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the Request for Proposals. Each proposal shall be submitted in the requested format and provide all pertinent information including but not limited to information relevant to personnel assignments, specifications/scope of work, work completion, schedules, etc., as provided in this Request for Proposals. Each proposal shall be signed in ink by a duly authorized officer of the company.

1.2 PROPOSAL SUBMISSIONS

Proposals can be sent electronically through RTA's Procureware system and uploaded through our electronic system <https://norta.procureware.com/home> until 1:00 P.M., on the date established as the submittal receipt deadline or upon request a hardcopy may be mailed to: Regional Transit Authority, Attn: Procurement Department, 2817 Canal Street, New Orleans, LA 70119. Proposals received after the specified date shall be considered late and, therefore, shall not be considered for award. Each proposal shall be in the form specified in this Request for Proposals and shall be in a sealed envelope with the name of the Proposer, the date scheduled as the proposal receipt deadline, and the title of the Request for Proposals marked on the outside.

1.3 PROPOSER REVIEW PROCEDURE

For the purposes of this paragraph, all submissions must be received by the RTA no later than 1:00 p.m. (Central time) on the date specified as the clarification deadline.

A. Request for Modification or Clarification

This section establishes procedures for proposers to seek review of this Request for Proposals and any addenda. A proposer may discuss this Request for Proposals and any addenda with the RTA. Such discussions do not, however, relieve proposers from the responsibility of submitting written, documented requests.

Proposers may submit to the RTA requests for interpretations, clarifications or modifications concerning any term, condition and/or specification included in this Request for Proposals and/or in any addendum hereto. Any such request must be received by the RTA, by the date of the scheduled proposal clarification deadline. All requests must be

accompanied by all relevant information supporting the request for modification, interpretation, clarification or addendum of this solicitation.

All questions or further information concerning this RFP must be submitted through <https://norta.procurement.com/home>. Only written questions submitted through Procurement site shall be considered official. RTA will issue a written determination relating to received requests pursuant to this procedure. The written determination shall be by formal addenda posted to the website.

B. Protest Procedures

The following is an explanation of the RTA protest procedures which must be followed completely before all administrative remedies are exhausted.

Any person who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Procurement/RTA. Protests shall be submitted in writing specifically identifying the area of protest and containing any support data, test results, or other pertinent information substantiating the appeal. A protest with respect to a solicitation must be submitted in writing to the RTA at least seven (7) calendar days prior to proposal receipt deadline. A protest with regard to the award of a contract shall be submitted, in writing, within seven (7) calendar days after award of the contract.

Prior to any action in court, the Director of Procurement/RTA shall have the authority to settle or resolve a protest from an aggrieved person concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Director of Procurement/RTA or his designee shall within thirty (30) calendar days of protest issue a decision in writing. The decision shall:

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

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

1. The decision is fraudulent; or
2. The person adversely affected by the decision has submitted a timely administrative appeal to the CEO/RTA.

In the event of a timely protest under these regulations, the RTA shall not proceed further with the solicitation or with the award of the contract unless the Director of Procurement/RTA makes a written determination that the award of the contract is necessary without delay to protect the substantial interests of the RTA.

The CEO/RTA shall have the authority to review and determine any appeal by an aggrieved person from a determination by the Director of Procurement/RTA or his designee.

The aggrieved person must file an appeal within five (5) calendar days of receipt of a decision from the Director of Procurement/RTA.

On any appeal of the decision of the Director of Procurement/RTA, the CEO/RTA shall decide within thirty (30) calendar days whether the solicitation or award was made in accordance with the constitution, statutes, regulations, and the terms and conditions of the solicitation. Any prior determination by the Director of Procurement/RTA or his designee shall not be final or conclusive.

A copy of the CEO's/RTA decision shall be mailed or otherwise furnished immediately to the protestant or any other party intervening.

The decision of the CEO/RTA shall be final and conclusive unless:

1. The decision is fraudulent; or
2. The person adversely affected by the decision has timely appealed to FTA after having exhausted the local protest procedures stated above.

The RTA reserves the right to designate any person(s) other than the CEO/RTA or the Director of Procurement/RTA to perform the duties provided for in this Paragraph.

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

1.4 CONTRACT DOCUMENTATION

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

1.5 COST OF PROPOSAL

Any costs incurred by proposers responding to this Request for Proposals in anticipation of receiving a contract award will not be reimbursed by the RTA. Payments will only be made pursuant to a contract between the RTA and the successful proposer.

1.6 PROPOSAL POSTPONEMENT AND ADDENDA

The RTA reserves the right to amend the instructions, general conditions, special conditions, plans, scope of work, and specifications of this solicitation up to the deadline date for proposal receipt. Copies of such addenda shall be made available to all prospective proposers via posting to RTA's procureware website. Where such addenda require changes in the services or prices quoted, the final date set for proposal receipt may be postponed by

such number of days as in the opinion of the RTA shall enable prospective proposers to revise proposals.

1.7 CANCELLATION OF REQUEST FOR PROPOSALS

The RTA reserves the right to cancel this Request for Proposals in whole or in part upon written determination by the Director of Procurement/RTA that such cancellation is in the best interest of the RTA.

1.8 PROPOSAL REJECTION

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

1.9 SINGLE PROPOSAL RESPONSE

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

1.10 PROPOSAL WITHDRAWAL

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

1.11 ACCEPTANCE OF PROPOSALS

Each proposal shall be submitted with the understanding that it is subject to negotiation at the option of RTA. Upon acceptance in writing by RTA of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with the conditions of said accepted proposal and this Request for Proposals, as negotiated.

1.12 EVALUATION OF PROPOSALS

The evaluation criteria are provided in this Request for Proposals. The proposer receiving the highest point total during the evaluation phase of the selection process may be called in for negotiations. The contract will be awarded based on the Best Value to the RTA. RTA shall have the right to conduct any reviews it deems necessary and audit the

business records of any and all proposers to determine the fairness and reasonableness of the offer. RTA reserves the right to award this contract without conducting negotiations.

1.13 AWARD PROCEDURE

Within a reasonable time after the proposal receipt deadline, the RTA will transmit the contract documents to the Contractor. The contract documents will, at a minimum, consist of this Request for Proposals and any addenda thereto, the Contractor's proposal, RTA's standard contract provisions and provisions required by FTA.

1.14 OFFERS

Each proposal submitted shall include all labor, materials, tools, equipment, and other costs necessary to fully complete the scope of services pursuant to the specifications provided herein. Any omissions derived from such specifications which are clearly necessary for the completion of the work specified herein shall be considered a portion of this Request for Proposals.

1.15 ADDENDA

Proposers shall acknowledge receipt of all addenda to this Request for Proposals. Acknowledged receipt of each addendum shall be clearly established and included with each proposal. The undersigned acknowledges receipt of the following addenda.

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Company Name

Company Representative

RFP 2025-004

II. GENERAL PROVISIONS

2.1 WRITTEN CHANGE ORDERS/AMENDMENTS

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

2.2 CHANGE ORDER/AMENDMENT PROCEDURE

Within ten (10) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the RTA a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the RTA. At that time, a detailed modification shall be executed in writing by both parties. In the event that federal funds are used in this procurement, the FTA may reserve the right to concur in any change order or any dispute arising under such change order. Disagreements that cannot be resolved by negotiation shall be resolved in accordance with the contract disputes clauses. Regardless of any disputes, the Contractor shall proceed with the work ordered, if the RTA has obtained the concurrence of FTA, should such concurrence be required. Regardless of any other requirement herein, RTA shall negotiate profit as a separate element of cost for any change order or amendment to any contract awarded pursuant to this solicitation.

2.3 OMISSIONS

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

2.4 PRIORITY

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

2.5 COMMUNICATIONS

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

2.6 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Subsection 431, no member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising there from.

2.7 CONFLICT OF INTEREST

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

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

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

Each entity that enters into a contract with the RTA is required, prior to entering into such contract, to inform the RTA of any real or apparent organizational conflicts of interest. An organizational conflict of interest exists when the contractor is unable or potentially unable to provide objective assistance or advice to the RTA due to other activities, relationships, contracts, or circumstances; when the contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract; and during the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents, in accordance with Chapter VI, 2.a.(4)(h) of FTA C 4220.1F.

2.8 EQUAL EMPLOYMENT OPPORTUNITY

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

including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

2.9 PRIVACY REQUIREMENTS

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor 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.

2.10 INDEMNIFICATION

The Contractor covenants and agrees to fully defend, protect, indemnify and hold harmless the RTA, and RTA, their directors, officers, employees, agents, and assigns from and against all liability, including strict liability, claims, demands, and causes of action brought by others against RTA, and/or RTA, and expenses, including but not limited to reasonable attorney's fees; and expense incurred in defense of RTA, and/or RTA arising out of, or in any way incidental to, or in connection with the work hereunder, and other activities by contractor; provided, however, that such indemnification shall apply only to the extent permitted by applicable law, and except and to the extent such liability, claim, demand or cause of action results from RTA's negligence.

2.11 PERFORMANCE

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

2.12 STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes specified under the terms of this Agreement the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (5), and as such, the RTA shall not be liable to the Contractor for benefits or coverage provided by the Workers' Compensation Law of the State of Louisiana (R.S. 23:1021 et seq.), and further, under the provisions of R.S. 23:1034, no person employed by the Contractor shall be considered an employee of the RTA for the purpose of Workers' Compensation coverage.

2.13 INSURANCES

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

- A) Worker's Compensation Insurance as required by Louisiana Law;
- B) Vehicle Liability Insurance in the amount of \$1,000,000.00; and
- C) General Liability Insurance in the amount of \$1,000,000.

2.14 SUBCONTRACTORS

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

2.15 ASSUMPTION OF RISK OF LOSS

Prior to acceptance, Contractor shall bear the risk of loss of the supplies, except that upon delivery, as defined in this Request For Proposals, the RTA will bear the risk of loss due to the negligence of the RTA.

2.16 ACCEPTANCE

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

2.17 QUALITY INSPECTION

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

2.18 CORRECTION BY CONTRACTOR

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

2.19 UNAVOIDABLE DELAYS

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

2.20 NOTIFICATION OF DELAY

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

2.21 REQUESTS FOR EXTENSION

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

2.22 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

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

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

2.23 APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

(a) Federal Laws and Regulations

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

(b) State or Territorial Law and Local Law

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

2.24 CONTRACT PERIOD

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

2.25 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.26 FEDERAL CHANGES

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

2.27 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RTA requests which would cause RTA to be in violation of the FTA terms and conditions":<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

2.28 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by federal statute or regulations, the RTA will comply with the requirements of 49 U.S.C. § 5323(h) (2) by refraining from

using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

2.29 GEOGRAPHIC RESTRICTIONS

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

2.30 PROMPT PAYMENT

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

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

- (1) Firm Name
- (2) Firm Address
- (3) Firm's status as a DBE or non DBE
- (4) The age of the firm
- (5) The annual gross receipts of the firm

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

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

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

The contractor, sub recipient or subcontractor shall make prompt payments for all satisfactory work performed under this agreement. The contractor shall within thirty (30) days of receipt of payment from RTA make all payments due subcontractors and suppliers. This requirement shall flow down to all levels including subcontractors making payments to sub subcontractors and suppliers, etc. Additionally, upon release of retainage(s) by RTA, Contractor shall in turn within thirty (30) days release retainage(s) it holds. The requirement for release of retainage(s) within thirty (30) days shall flow down to all subcontractors, etc. performing under this contract. Contractor or any of its subcontractors, etc. may not delay or postpone payments or release of retainage without prior RTA written approval. RTA may delay, or withhold up to twenty-five percent of Contractor's payments, retainage, etc. if there is evidence that Contractor is not complying with any provision hereunder. RTA may withhold monies due Contractor until such time as Contractor by its actions or assurances has, to RTA satisfaction, proven that it will or has complied with all the requirements hereunder.

2.31 CONFIDENTIALITY

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

2.32 DISPUTES

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Director of Procurement. The decision of the Director of Procurement shall be final and conclusive unless within [seven (7)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Vice President-RTA. In connection with any such appeal, the Contractor may be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Vice President-RTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by RTA, Contractor shall continue performance under this contract while matters in dispute are being resolved.

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

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

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

2.33 OWNERSHIP OF DOCUMENTS

Any documents, drawings, specifications, reports or data generated by the Contractor in connection with this project shall become the sole property of the RTA, subject to any rights asserted by FTA of the U.S. Department of Transportation. The Contractor may retain copies of such items for its files. The Contractor shall not release any documents, reports or data from this project without prior written permission from the RTA.

2.34 STATE AND LOCAL LAW DISCLAIMER

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

2.35 PARTICIPANT INFORMATION FORM

All participants and their subcontractors are required to submit a completely executed, Participant Information Form available on <http://www.norta.com>.

2.36 NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit is a required submittal. The necessary form is available on <http://www.norta.com>.

2.37 REGIONAL TRANSIT AUTHORITY GENERAL PROVISIONS

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

2.38 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the intent of the Regional Transit Authority (RTA) of New Orleans to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete

fairly for opportunities. Accordingly, the RTA participates in the State-Local DBE Program of the City of New Orleans for all solicitations that are not funded by the US Department of Transportation.

DBE firms are firms which have 51% ownership and control by socially and/or economically disadvantaged individuals. For this solicitation, RTA will accept certification of DBE firms the following government agencies:

- Regional Transit Authority – SBE Certification Program
- Louisiana Department of Transportation and Development – Louisiana Unified Certification Program (LAUCP) - <http://www.laucp.org/ucp/>
- City of New Orleans Office of Supplier Diversity -- SLDBE Certification Program – www.nola.gov

In compliance with the RTA's DBE Policy to be eligible for award of a contract, the contractor/prime bidder MUST either:

1. Meet the DBE goal as advertised with meaningful DBE participation through subcontracts, joint ventures, or suppliers; OR
2. Demonstrate Good Faith Efforts to meet the DBE goal.

All firms participating on RTA projects, including SBE, SLDBE, DBE and non-DBE firms MUST be documented on the Contract Participation and DBE Commitment Form 1 – Schedule A. This form must be submitted by the prime/bidder, must include all information requested and must be signed by an authorized signatory.

For each participating SBE, SLDBE and DBE firm, a DBE Participation Questionnaire Form 2 – Schedule B MUST be included and signed by an authorized signatory of the firm. The purpose of this form is to confirm that the SBE, SLDBE or DBE firm has committed to participating on the project and that both parties agree to the scope of work and price as designated on the Contract Participation and S/DBE Commitment Form 1.

The SBE, SLDBE and DBE firms proposed on this form are binding. Any substitutions or removals of SBE, SLDBE or DBE firms listed on these forms after submission of the bid must be requested through the formal process of contract amendment and be approved by the DBE Liaison Officer. The Contractor shall, no later than three (3) days from the award of a contract, execute formal contracts, agreements and/or purchase orders with the SBE and DBE firms included on the Contract Participation and S/DBE Commitment Form 1.

If the Prime Bidder has not attained the DBE goal established for the project, Documentation of Good Faith Efforts Form 3 – Schedule C MUST be submitted. The completed form along with all required supporting documentation must be furnished. Should a bidder fail to comply with the submission of complete and accurate DBE Compliance Forms demonstrating attainment of the DBE Goal or Good Faith Efforts to attain the DBE goal, the bid shall be deemed non-responsive.

Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.

b) Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The RTA shall have the authority to investigate allegations of discriminatory practices of bidder(s) who contract or seek to contract with the RTA.

Please direct all questions related to DBE compliance prior to submission of the solicitation to the RTA Disadvantaged Business Enterprise Liaison Officer.

III. FEDERAL PROVISIONS AND REQUIREMENTS

3.1 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- (1) RTA is a grantee of the FTA and as such in accordance with 49 C.F.R. 18.36(I), the Contractor agrees to provide the RTA, 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 RTA or a subgrantee of RTA in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including PMP Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the RTA enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, an hospital or other non-profit organization and is the FTA grantee or a subgrantee of the RTA in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the RTA, 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 RTA or a subgrantee of the RTA 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 RTA, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination 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 RTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto. Reference 49 CFR 18.39(i) (11).

3.2 BUY AMERICA

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

3.3 PRE-AWARD AND POST-DELIVERY AUDITS

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

3.4 CARGO PREFERENCE

The Contractor Agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20590 and to the RTA (through the prime contractor in the case of subcontractor's bills-of-lading).
- c. To include these requirements in all subcontracts issued pursuant to this contract when the contract may involve the transportation of equipment, material or commodities by ocean vessel.

3.5 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (3) The Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the RTA and understands and agrees that the RTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
- (5) **14 CFR § 1274.926 Clean Air-Water Pollution Control Acts.**
If this contract or supplement thereto is in excess of \$100,000, the Recipient agrees to notify the Agreement Officer promptly of the receipt, whether prior or subsequent to the Recipient's acceptance of this agreement, of any communication from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that a facility to be utilized under or in the performance of this agreement or any subcontract thereunder is under consideration to be listed on the EPA "List

of Violating Facilities” published pursuant to 40 CFR 15.20. By acceptance of agreement in excess of \$100,000, the Recipient

(a) Stipulates that any facility to be utilized thereunder is not listed on the EPA “List of Violating Facilities” as of the date of acceptance;

(b) Agrees to comply with all requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251et seq. as amended by Public Law 92-500) relating to inspection, monitoring, entry, reports and information, and all other requirements specified in the aforementioned sections, as well as all regulations and guidelines issued thereunder after award of and applicable to the contract; and

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

3.6 CIVIL RIGHTS ACT

The following requirements apply to the underlying contract:

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

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

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U. S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S. C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the

future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

3.7 DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the RTA to ensure that DBE’s as defined in Part 26, have an equal opportunity to participate to receive and participate in DOT-assisted contracts. It is, also, our policy –

- (i) To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- (ii) To create level playing field in which DBE’s can compete fairly for DOT assisted contracts;
- (iii) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (iv) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE’s;

- (v) To help remove barriers to the participation of DBE's in DOT assisted contracts;
- (vi) To assist the development of firms that can compete successfully in the market place outside the DBE program.

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

The **NORTA Small and Disadvantaged Business Enterprise Contract Compliance System** is powered by **B2Gnow** Software Reporting requirements under the SBE and DBE programs are now simplified for vendors working on RTA projects with RTA's new Small and Disadvantaged Business Enterprise Contract Compliance System. Our new web-based software system is accessible to government compliance administrators, SBE's, DBE's, contractors and the public; and includes the following key features:

- Self-managed vendor accounts with unlimited users
- Communication with contractors via email, regarding compliance issues
- Online submission of contractor and supplier monthly Program Activity Reports, with automated tracking of DBE and SBE goals
- DBE and SBE firm online verification of payments
- Flexible reporting capabilities

*All RTA contract awarded vendors are required to register contract information including their subcontractor information into the B2GNOW database.

<https://norta.dbesystem.com>

3.8 EMPLOYEE PROTECTION

Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees: (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 et seq., pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety

Standards Act),” 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926; and (3) Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States,” 29 C.F.R. Part 3. b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in FTA Master Agreement MA(17), 10-1-2010 58 particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., to the extent that it applies to employees performing Project work involving commerce. d. Public Transportation Employee Protective Arrangements. If the Contract Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 C.F.R. Part 215, and any amendments thereto.

3.9 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

3.10 FLY AMERICA

Contractor and all subcontractors at every tier shall comply with the requirements of 49 U.S.C. 40118 and 4 CFR Part 52. Specifically, whenever work under this agreement may involve international transportation of goods, equipment or personnel by air, only U.S. flag air carriers shall be utilized, to the extent service by these carriers is available. Additionally, Contractor and any subcontractors at every tier shall include this requirement in all subcontracts. Further, in every instance where Contractor or any subcontractor(s) cannot comply with the requirements herein, a certification, in proper form, stating the reasons for non-compliance shall accompany the request for reimbursement or payment.

3.11 GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

The following language and Debarment certificates (<http://www.norta.com>) must be completed and submitted as a prerequisite for consideration for award. This language and certification must also be included for all sub-contracts issued pursuant to any contract awarded hereunder.

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to RTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “persons”, “lower tier covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29].
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transaction.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTA may pursue available remedies including suspension and/or Debarment.

3.12 RESTRICTIONS ON LOBBYING

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

3.13 NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

3.14 PATENT AND RIGHTS IN DATA

These following requirements apply to each contract involving experimental, developmental or research work: 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. 2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: a. Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. (1). Any subject data developed under that contract, whether or not a copyright has been obtained; and (2). Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part provided by FTA. c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. d. Unless prohibited by state law, upon request by the Federal Government, the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights,

copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. f. Data developed by Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Contractor identifies that data in writing at the time of delivery of the contract work. g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA. 3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Contractor agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. 4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S. C. §5307, the Government reserves the

right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

3.16 RECYCLED PRODUCTS

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

3.17 SAFE OPERATION OF MOTOR VEHICLE

The Recipient agrees as follows: a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project. b. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision: (1) Definitions. As used in this Special Provision: (a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary. (b) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. (2) Safety. The Recipient is encouraged to: (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving— (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles; (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or (d) Any vehicle, on or off duty, and using an employer supplied electronic device. (3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. (4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

3.18 SUBSTANCE ABUSE REQUIREMENTS

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance: a. Drug-Free Workplace. U.S. OMB guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 C.F.R. Part 182, and U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 702 et seq., including any amendments to these U.S. DOT regulations when they are promulgated. b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

3.19 TERMINATION

a. Termination for Convenience (General Provision) The RTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the RTA’s and/or the Government’s best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to RTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the RTA, the Contractor will account for the same, and dispose of it in the manner the RTA 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 RTA may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the RTA 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 RTA, 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 RTA 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 RTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from RTA setting forth the nature of said breach or default, (RTA) 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 (RTA) 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 RTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by RTA shall not limit RTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

3.20 CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6). The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than \$100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) Flow down Requirements: Applies to third party contractors and sub-contractors. (1) Overtime requirements - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section. (3) Withholding for unpaid wages and liquidated damages - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

IV. EVALUATION CRITERIA

4.1 ADMINISTRATIVE EVALUATION

Prior to the distribution of submittals to the Technical Evaluation Committee, the RTA shall perform an administrative evaluation of each submittal to determine completeness and responsiveness to this RFP.

4.2 EVALUATION CRITERIA

The following evaluation criteria will be used by the Technical Evaluation Committee. The criteria and the weighted values (in parentheses) to be used by the Technical Evaluation Committee in evaluating responses for the selection of a firm(s) to perform this service(s) are listed below:

1. **(30%) Vendor Qualifications and Requirements**
 - *Company Overview:* Provide a comprehensive overview of your company, including its history, team expertise, and financial stability. (10 points)
 - *Experience and References:* Provide your company's experience with similar projects, particularly with public transit authorities or in the public sector, along with references from past clients. (10 points)
 - *Technology and Infrastructure:* Provide technological capabilities for managing digital advertising and analytics, as well as their infrastructure for supporting physical ad placements. (10 points)
2. **(30%) Proposal Submission Guidelines**
 - *Proposal Format:* Proposal, including any mandatory sections such as executive summary, technical approach, and financial proposal. (10 points)
 - *Budget and Pricing:* Include pricing information, pricing strategies for different types of advertisements, and any upfront costs or minimum guarantees. (10 points)
 - *Innovative Ideas:* Please include innovative ideas and approaches in proposal, such as digital transformation initiatives, community engagement advertising, or sustainability-focused advertising options. (10 points)
3. **(40%) Evaluation Criteria**
 - *Experience and Expertise:* Weighting will be given to vendors with significant experience in advertising sales for public transit or similar sectors, and a deep understanding of the local market. (10 points)
 - *Innovation and Strategy:* Assess the vendor's ability to bring innovative ideas and effective strategies that align with RTA's goals. (10 points)
 - *Financial Proposal:* Consideration of the vendor's financial proposal, focusing on the value for money and potential revenue generation. (10 points)

- *Cultural and Mission Alignment*: Evaluation of how well the vendor's approach aligns with RTA's mission and values, including community involvement, sustainability, and DBE/SBE certifications. (10 points)

4.3 CONTRACT AWARD

(1) The RTA intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The RTA may reject any or all proposals if such action is in the RTA's interest.

(3) The RTA may waive informalities and minor irregularities in proposals received.

(4) The RTA intends to evaluate proposals and award contracts without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The RTA reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The RTA reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The RTA reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the RTA's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the RTA.

(8) The RTA may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the RTA.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the RTA shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

RTA shall score and rank all proposals based upon the evaluation criteria contained herein. An interview and/or presentation may be required. Award of this contract shall be to a properly licensed, responsible offeror deemed the most qualified, for which fair and reasonable compensation can be determined.

Proposers are reminded that price/cost shall not be used as an evaluation factor during the initial evaluation. However, price proposals will be evaluated and proposers are required to submit cost data separately with their proposal. Proposals which do not contain cost/price information may be considered non-responsive to the administrative requirements of the RFP.

PROPOSAL PRICING RESTRICTIONS

Any proposed overhead rate which exceeds 75% of approved categories (e.g., “labor”) shall be substantiated by a current audit performed by an independent Certified Public Accounting Firm. Any proposed overhead rate which exceeds 100% of the approved categories shall be substantiated by a current audit conducted by a federal or state agency. Labor rates for all individuals who may perform any work associated with this project shall be identified in the proposal. The individuals will be identified by name and job category. This requirement extends to all individuals whether classified as professional or non-professional. Any changes in labor rates and/or additions or changes to personnel providing work on this project must be pre-approved by RTA in writing.

4.4 OVERHEAD RATES

Contractor will be required to submit an audited overhead rate.

4.5 PLACE OF PERFORMANCE

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ **intends**, _____ **does not intend** [**check applicable block**] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City,
State, County, ZIP Code)

Name and Address of Owner and Operator of the
Plant or Facility if Other than Offeror or
Respondent

ATTACHMENT I
SUPPLIER SUBMISSION CHECKLIST

The following items must be submitted as noted in order to be considered responsive.

Letter of Interest

Consultant Questionnaire Form

Buy American Certificate for Compliance

Non-Collusion Affidavit

Certificate on Primary Debarment

Certificate Regarding Debarment– Lower Tier

Certification of Restrictions on Lobbying

Participant Information Form

DBE Form 1 – Contract Participation and DBE Commitment

DBE Form 2 – DBE Participation Questionnaire

DBE Form 3 – Documentation of Good Faith Efforts (if applicable)

DBE Form 4 – DBE Participation Plan (For RFPs and RFQs)

To be determined responsive, all forms are due on the proposal submittal date.

INSTRUCTIONS FOR OBTAINING FORMS

Go to RTA’s official web site at:

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

Click on “Vendor Form Library”

ATTACHMENT II
SCOPE OF WORK



**REGIONAL TRANSIT AUTHORITY
SOLICITATION FOR EXCLUSIVE RIGHT TO MARKET
ADVERTISING SPACE**



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REGIONAL TRANSIT AUTHORITY

SOLICITATION FOR EXCLUSIVE RIGHT TO MARKET ADVERTISING SPACE

STATEMENT OF WORK

OBJECTIVE:

The New Orleans Regional Transit Authority (RTA) is seeking qualified contractors for an exclusive right to market and manage advertising space across its transit system, which includes buses, streetcars, ferries, and properties. The RFP aims to modernize RTA's advertising by integrating innovative technologies, such as digital displays and geotargeted ads, to maximize revenue, enhance rider experiences, and improve the visibility of RTA's assets. The contract will encompass various advertising formats with a focus on flexibility, compliance, safety, and effective management.

The selected contractor(s) will be expected to:

- Manage advertising sales, display, installation, maintenance, and removal across multiple RTA platforms.
- Implement best-in-class design and innovative advertising strategies.
- Adhere to RTA's safety and compliance guidelines, including a detailed risk management plan.
- Provide transparent revenue reporting, including real-time access and regular audits.
- Participate in pilot programs to test new formats and technologies.

At present, the RTA does not have an established digital advertising network, and seeks a comprehensive and holistic approach to digital, next generation, and immersive advertising for RTA's System. The quality and innovativeness of RTA's advertising and customer information displays should be reflective of New Orleans' reputation as a cultural treasure and destination capital of the world.

RTA emphasizes a seamless integration of advertising with transit operations, ensuring that commercial content does not interfere with essential transit information. This initiative is part of RTA's effort to modernize and expand its advertising footprint while maintaining a high standard of safety and customer experience.

Through this RFP, RTA seeks to partner with experienced contractors capable of leveraging technological advancements to drive revenue and enhance the system's appeal, while also complying with RTA's core mission of service and sustainability.



Site visits with RTA and Contractor representatives, and others, may be required to evaluate proposed advertising locations and shall be at RTA's discretion.



GOAL:

To secure the most qualified and capable vendor to maximize the net revenues to the RTA. During the Contract life, the Advertising Company will have the limited exclusive commercial advertising rights and privilege to solicit, sell, and display advertising on the exterior of designated vehicles operated by RTA, where allowed by RTA. The Contractor shall operate to maximize the revenue generated from such advertising.

VALUE STATEMENT:

The RTA is committed to providing opportunities to businesses owned, managed, and controlled by socially and economically disadvantaged persons and is charged with ensuring their meaningful participation in contracting activities.

I. INTRODUCTION

1.1. OVERVIEW OF RTA:

The New Orleans Regional Transit Authority (RTA) is a sales tax supported operating entity responsible for the development, operation, and maintenance of a regional public mass transportation system for the benefit of the citizens of Jefferson, Orleans, and St. Bernard Parishes. RTA is governed by a Board of Directors which consists of eight (8) members. The RTA covers the New Orleans Metropolitan Area and operates independently of but connects seamlessly with Jefferson Transit (JeT) and St. Bernard Urban Rapid Transit (SBURT). The Regional Transit Authority gets people moving around New Orleans. Our transit services bring hard-working commuters to their jobs, students to their schools and fun seekers to entertainment, shopping areas, and restaurants.

Nearly 400,000 people live, work, and play within the bus, streetcar, ferry, and paratransit service area. We provide mobility to residents of the city as well as tourists, taking them to and from their hotels to historical neighborhoods and countless attractions. RTA's system includes five streetcar lines, 29 bus routes, two ferry routes, and paratransit services. Our passengers take more than 19 million rides every year. This includes the St. Charles Streetcar Line, our system's most highly traveled line and the longest continually operating streetcar in the country, founded in 1835.

New Orleans is consistently named one of the top travel destinations in the US and in 2019 was listed #2 on Forbes Top 50 Places to travel in the world. In 2023, New Orleans welcomed 19 million visitors – solidifying a significant market reach. This represented a 4.29% increase compared to 2022. Visitor spending in 2023 amounted to \$8.3 billion, which was a 3.91% increase from the previous year's \$7.4 billion. Over two-thirds of total visitors to Louisiana (70%) do not have children in their household and have an average household income of \$108.5K. Visitors that come to Louisiana have a slightly higher average household income than visitors to the average U.S. leisure destination (US = \$105.4K vs LA =



\$108.5K). New Orleans hosts more than 135 festivals annually, which equates to roughly one festival



every three days. There are over 22,000 hotel rooms downtown and over 38,000 in the greater metro area. In 2023, the Port of New Orleans reported 1.2 million cruise passenger movements, surpassing pre-pandemic levels.

1.2. PURPOSE OF THE SOLICITATION:

This Statement of Work (Work) is intended to provide a description of the Work to be accomplished by the Contractor in accordance with the Contract. It is not the sole contractual obligation or requirement upon which the Work is based and by which it shall be accomplished. The New Orleans Regional Transit Authority (RTA) requires Contractor to provide management of sales, display, installation, maintenance, and removal of advertising on RTA's transit system as described below. Contractor shall perform Work at no cost to RTA. To the extent authorized by RTA, Contractor shall be responsible for the Work listed throughout this Statement of Work.

Contractor shall not commence any work under this Contract until and unless it receives an Approved Work Plan and approved Budget in writing from RTA.

RTA buses and streetcars include a Public Information Display System (PIDs) called Clever Vision which allows delivery of highly targeted advertising and other types of dynamic content directly to monitors installed on the fleet. The cloud-based Content Management System (CMS) is triggered by such factors as time, date, stop and/or location enabling advertising content to be delivered at a precise time for the highest potential impact. The Public Information Display System data on RTA's bus and streetcar system is driven by Clever Devices and includes audio announcements to coincide with arrival/departure information.

RTA desires to increase the number of monitors and signs to various locations throughout the system with new a new advertising contract or contracts (Contract) with advertising Contractor(s) (Contractor or Advertising Company). RTA is amenable to the contractor installing and operating a separate, but similar content management system (CMS). In selecting another CMS, RTA does not plan to abandon the current installations. RTA's proposed Statement of Work (SOW) provides guidance and direction to potential Contractors as to the volume and reach of RTA's desired PIDs program, including digital advertising. The successful Contractor(s) will collaborate with RTA on equipment, design, manufacture, installation, testing, and ongoing support, display control system, content management system, and associated hardware and software. The successful Contractor will be responsible for maintaining associated hardware and software. The Contractor will ensure that any new CMS aligns with existing content.

The Advertising company (Contractor) should use innovative and best-in-class design in every aspect of its work, to ensure and to maintain a superlative customer experience. Proposals for incorporating advertising shall be reviewed by RTA departments. Site visits with RTA and Contractor representatives, and others, may be required to evaluate proposed advertising locations and shall be at RTA's discretion.



II. SCOPE OF SERVICES

2. AVAILABLE CONTRACTS

2.1. Advertising Spaces

On-Vehicle Advertising – Overview

RTA utilizes interior and exterior spaces on its transit vehicles for commercial, RTA, and public service advertising. The primary objective is to maximize net revenues, within policy guidelines. The Advertising Company will have limited exclusive rights to exterior ads and non-exclusive rights to interior ads on designated vehicles, with flexibility for future expansion. This contract will initially be for five years, with an option to renew for another five.

TYPES OF ADVERTISING SYSTEMS

RTA seeks proposals for the following advertising systems. Proposers may submit bids for any or all systems. Contracts may be awarded to one or multiple contractors, as deemed advantageous to RTA. If the Advertising System listed as an optional deliverable, it is incumbent on the proposer to determine what to include in their Proposal:

1. **On-Vehicle Advertising:** Ads on buses, streetcars, and paratransit vehicles (pending approval).
2. **Digital System Advertising:** Digital monitors inside buses and streetcars, with potential for various digital locations to be established throughout the transit system, including on ferries.
3. **Ferry System Advertising:** Ads on ferry vessels and terminals.
4. **RTA Shelter Advertising:** Ads at 243 city-permitted advertising shelters, with RTA acquiring 18 more from Vector Media. There are 103 non-advertising shelters.
5. **RTA Shelter Maintenance:** System-wide maintenance of shelters.
6. **Property Advertising:** Ads at bus stops, streetcar platforms, transit hubs, and other approved properties.
7. **Partnerships & Sponsorships:** Partnerships and sponsorship agreements approved by RTA.
8. **Le Pass App Advertising (Optional):** Ads on RTA's Le Pass application, subject to feasibility.
9. **Website Advertising (Optional):** Ads on RTA's website, subject to feasibility.
10. **System-Wide Advertising:** Integration of all advertising systems across RTA's network.

Contractor will not commence any Work under this Contract until and unless it receives a fully executed Contract and Notice to Proceed in writing from RTA. RTA must approve the Contractor's Work plan prior to commencement of Work.



2.2. ADVERTISING RIGHTS/EXCLUSIVITY

During the contract term, contractors will have limited exclusive rights for exterior advertising and non- exclusive rights for interior spaces. Exclusive rights will extend to RTA properties as determined by RTA.



These rights are subject to compliance with the requirements for timely payments and all other terms, conditions and restrictions as specified herein.

2.3. POLICY / OBJECTIVE

RTA permits use of advertising spaces on transit vehicles, shelters, properties, and digital platforms to:

- Generate revenue for transit infrastructure and services. (“Commercial Advertising”)
- Provide public information related to RTA and its products and services, including co-sponsorships with commercial or governmental third parties that are intended by RTA to increase ridership or otherwise support RTA’s mission (“RTA Advertising”)
- Support federal, state, and local public service campaigns, including advertising from non-profit organizations that are partnering with such entities (“Government Communications”).

2.4. ORGANIZATIONAL STRUCTURE OF RTA’S COMMERCIAL ADVERTISING PROGRAM

RTA operates its program through a dedicated Advertising Company responsible for sales, promotions, partnerships, signage management, and compliance with RTA policies. The basic requirements of each party involved with RTA’s commercial advertising program is shown below:

2.4.1. ADVERTISING CONTRACTOR WILL:

- Promote RTA’s Commercial Advertising Program;
- Sell RTA’s advertising services;
- Assist advertiser(s) with production of advertising material;
- Identify new revenue generating opportunities;
- Create partnerships and packages;
- Assess and increase advertising rates annually as dictated by demand;
- Prepare contracts and change orders;
- Perform initial screening of form and content of ads for compliance with RTA standards;
- Indemnify the RTA regarding the conduct of its employees or agents;
- Prepare and submit RTA mandated submissions;
- Maintain RTA specified records;
- Maintain perpetual inventory of advertising space;
- Coordinate scheduling of ad sign installation and removal with RTA (Because of operational requirements, installation and removal may have to be performed when vehicles are available, i.e., at nights or on weekends);
- Additionally, coordinate with appropriate city or parish departments to ensure code/ordinance compliance for sign installation (specific to RTA shelter and property advertising, as described above).
- Prepare, install, remove, and store Signage (when appropriate);
- Dispose of Signage (through RTA’s approved method for disposition of rubbish or



recycling when available);

- Review signage condition;



- Provide preparation materials to include advertising sign preparation materials (i.e., Coroplast boards);
- Invoice customers;
- Route all payments pertaining to advertising on RTA rolling stock to RTA accounts receivable for revenue reconciliation;
- Provide RTA client access to vendor's advertising inventory management system;
- Adhere to RTA's Advertising Revenue Verification policies and procedures;
- Provide required monthly reports to the RTA;
- Provide audit information upon request;
- Ensure payment for all advertising sold, including legal action against seriously delinquent advertisers; and
- Perform repair and maintenance of streetcar ad sign frames within a reasonable time after damage has occurred to keep them in good appearance and working conditions.
- Perform replacement of advertisements within a reasonable time after damage has occurred to keep them in good appearance and working conditions.
- Perform repair and maintenance of shelters within a reasonable time after damage has occurred to keep them in good appearance and working conditions.
- Handle the permitting process of advertising shelters installed by the Contractor.

SALES AND MANAGEMENT APPROACH

- **Sales Efforts:** Proactive prospecting, consultative selling, relationship-building, and clear value proposition communication.
- **Account Management:** Customer retention, upselling/cross-selling, strategic planning, and customer advocacy.
- **REPORTING AND ANALYSIS:**
 - Market analysis: Regularly analyzing market trends, sister transit agency activities, and customer preferences is essential for identifying new opportunities.
 - Pricing strategy development: Conducting thorough market research and cost analysis to determine optimal pricing strategies that balance profitability with competitiveness and perceived value.
 - Sales performance tracking: Utilizing key performance indicators (KPIs) such as sales revenue, conversion rates, customer acquisition cost (CAC), and customer lifetime value (CLV) to measure the effectiveness of sales efforts and identify areas for improvement.
 - Data-driven decision-making: Leveraging sales analytics and reporting tools to generate actionable insights, optimize sales processes, and allocate resources more efficiently.



Innovation and Strategy Contractors should propose strategies to innovate and maximize transit advertising revenue through:



- **Market Analysis and Strategy Development:** Conduct a thorough analysis of current transit advertising trends and consumer behaviors to develop a strategic innovation roadmap.
- **Technology Upgrades:** Partner with agency in upgrading transit infrastructure with digital screens, interactive kiosks, and other necessary technologies.
- **Partnerships:** Form partnerships with tech companies, data analytics firms, and creative agencies to enhance ad offerings.
- **Pilot Programs:** Launch pilot programs for new ad formats and technologies in select markets to gather insights and refine strategies.
- **Training and Development:** Provide training for sales and operations teams on new technologies and innovative ad strategies.
- **Full Deployment:** Roll out successful innovations across all transit systems, scaling up based on pilot program results.
- **Continuous Monitoring and Optimization:** Regularly monitor the performance of new ad formats and strategies, using data to make ongoing improvements.
- Consider innovations such as Digital Screens and Displays, Geo-Targeting based on the specific routes, neighborhoods, or demographics of transit riders, Behavioral Targeting, Interactive Kiosks, 3D and Holographic Displays, Experiential Marketing, mobile-based coupons, QR codes, and special offers that commuters can redeem on their smartphones, Wi-Fi Sponsorship, other transit sponsorship opportunities.

2.4.2 RTA’S ROLE; RTA WILL:

- Coordinate advertising programs;
- Approve ad content and installation (as needed);
- Review ad signage to ensure it is in acceptable condition; and
- Conduct audits at RTA’s discretion.
- Review ad content as needed to ensure adherence to RTA Advertising Content Policy;
- Deliver instructions to contractor if either modifications or removal is necessary based on audits.
- Provide transit stop locations and guidance on permissible advertising spaces. Provide guidance on new advertising shelter locations.

2.5. TECHNICAL CAPABILITIES SUMMARY FOR RTA ADVERTISING CONTRACT

2.5.1. Digital Advertising Technology

- Implementation of digital screens and interactive displays on buses, streetcars, ferries, and at transit hubs.
- Integration of real-time data for geo-targeted ads, enabling precise location-based marketing.



- Use of a cloud-based Content Management System (CMS) for seamless, dynamic ad delivery and scheduling.



2.5.2. SYSTEM INTEGRATION AND INFRASTRUCTURE

- Compatibility with existing RTA infrastructure (e.g., Clever Vision) for digital ad delivery.
- Future-proof architecture supporting innovative solutions like AR, mobile app integration, and digital kiosks.

2.5.3. INSTALLATION, MAINTENANCE, AND OPERATIONS

- Expertise in installing and maintaining digital and static ads without disrupting transit services.
- Regular monitoring and maintenance of displays to ensure optimal performance and safety.

2.5.4. DATA AND ANALYTICS

- Real-time analytics and reporting on ad performance, engagement, and customer reach.
- Secure data handling practices to protect RTA's and advertisers' data integrity.

2.5.5. FLEXIBILITY AND SCALABILITY

- Ability to scale and expand digital advertising systems to new locations, as RTA introduces more transit services and assets.
- Modular setup allowing easy upgrades and additions without significant service disruption.

2.5.6. COMPLIANCE AND SAFETY STANDARDS

- Adherence to all safety and regulatory standards, including ADA compliance for accessibility.
- Provisions for emergency override capabilities on digital systems to display urgent information.

III. GENERAL

3.1. LICENSE AND PERMITS

Contractor will act as a licensee and not as agent for RTA to sell and maintain advertising space on RTA properties.

Contractor shall perform all services necessary to obtain necessary permits and approvals required to develop, design, install, maintain, and sell out of home advertising on RTA property and vehicles in accordance with the requirements of local governing jurisdictions.

Contractor shall manage the licensing/permitting process on behalf of RTA throughout the Contract term. Throughout the Contract's term, the Contractor will cooperate with RTA monthly for an orderly transition of licenses/permits to RTA or its designee.



3.2. SAFETY

The Contractor will be responsible for safety-related aspects of the Work including adherence to all RTA workplace safety policies and procedures. The Contractor will obtain and adhere to all state and local health, fire, and other relevant safety regulations, work practices, and procedures



prescribed by law and will ensure that the Contractor's employees and subcontractors' employees are notified of, understand, and always abide by them.

The Contractor will promptly report all accidents, safety incidents, injuries, and environmental incidents on RTA property and when performing Work to government authorities as required by law and to report either to the contract manager or to the Operations Control Center (OCC) at 504-827-8444. Identify yourself, company name, location, and the nature of the incident.

At any reasonable time, RTA may inspect a Work site and appropriate records regarding the Contractor's safety procedures to ascertain compliance with the safety requirements of this Contract.

The Contractor will stop Work when an imminent hazard to persons, property, or the environment is identified and will immediately notify RTA that Work has stopped, providing the reasons for stopping the Work and an estimate of when the Work will resume.

Notwithstanding any other provision of this Contract, RTA has the right to immediately suspend the performance of the Work if RTA, in its sole judgment, determines that any employee of the Contractor or subcontractors is failing to comply with RTA safety requirements or applicable safety laws and regulations while performing the Work, or if the safety of RTA employees or patrons is at risk or RTA operations are at risk.

The Contractor will communicate with RTA any identified risks or hazards for any proposed work to be performed. This may be in the form of a process hazard analysis, job safety analysis or job hazard analysis, or written correspondence with the contract manager.

The Contractor will be responsible for conducting and delivering designs, drawings, plans, schematics, assessments, or other documents as deemed necessary by RTA in accordance with its Safety and Security Certification depending on work scope, location, and other factors.

Access to RTA Streetcar Right of Way requires notification and permission from the RTA's Chief of Safety.

Any work that requires access to or temporarily fouls (for any amount of time) the RTA "Safety Zone," defined as the area within 15 feet of the centerline of any RTA Streetcar track, requires a Right of Way (ROW) permit application to be sent to RTA via ROWpermits@rtafoward.org for RTA review and processing. The required permit application is included as *Exhibit: 9 Right of Way (ROW) permit application*. As part of its review of the requested access or work, RTA may stipulate additional safety requirements as conditions to the approval. The Contractor is responsible for receiving, understanding,



and adhering to all stipulations or other written instructions on the final, approved permit. Additional information on the ROW permit procedure will be provided to the Contractor.



The Contractor shall coordinate with RTA Operations and Maintenance Divisions to gain access to vehicles to install advertisements. RTA security department shall provide Contractor with visitor badges from the security officer at the appropriate entry location when entry into the building is a requirement to perform their duties. The Contractor will be issued a temporary (stick on badge) when access to the building is not required to perform their duties. The Security Officers will annotate the visitor's logbook for all visitors entering the facility

The Contractor must follow all RTA safety rules and procedures related to yard or lot safety while accessing RTA vehicles for installation/removal. This includes but is not limited to: Personal Protective Equipment (PPE) requirements (approved reflective safety vest is required) and no usage of cell phones while on any RTA lot. The Contractor must exercise good judgement and remain aware of their surroundings while entering or traveling on any RTA lot.

3.3. EQUIPMENT AND INSTALLATION

Contractor shall install, maintain, and remove advertising, at no cost to RTA, including in those spaces used for RTA messaging. Contractor shall be responsible for the purchase, installation, maintenance and replacement of equipment used for advertising during the life of the contract.

The Contractor will agree to assume the existing advertising equipment on the RTA transit system (i.e., map cases, brochure cases, bus car card spacers and brackets, bus brochure cases, shelter cases, etc.) in an 'as is' condition. Should the Contractor choose to upgrade, refurbish, or replace existing advertising displays, it will be done at no cost to RTA.

Construction, installation, maintenance work, and removal by the Contractor shall not disrupt RTA operations service.

The Contractor shall work with RTA to establish a revised standard specifications and standard ad sizes for the duration of the Contract. Every vehicle and property are labeled with operational information that must be visible at all times; these elements may include the vehicle numbers, service name, decals, agency logo, and such other items that RTA may later designate as necessary operational information to be affixed to its fleet of rolling stock.

The Contractor shall coordinate with RTA to establish placement standards in Bus, Streetcar, and Property to ensure that critical system information, fire life safety equipment, and artwork is not obscured by ads, and that ads do not create distractions that may create safety hazards for transit station customers.

3.4. DAMAGE, REPAIRS, AND MAINTENANCE



Contractor is responsible for the maintenance and upkeep of all advertising displays.
Contractor shall be responsible for all repair costs as determined by RTA, from damage(s) to RTA vehicles and property, as



a result of the installation or removal of advertising materials and adhesive process and shall fully reimburse RTA for damages.

Contractor shall conduct inspections of all advertising installations under this Contract at least once per month, and shall remove or replace damaged or missing displays, including RTA messaging, within three business days of discovering or receiving a report of such damaged or missing material.

Contractor shall be responsible for the cleaning, maintenance, and repairs of all transit shelters with advertising displays. Should shelters be damaged beyond repair and require replacement, Contractor will notify RTA to do said replacement.

3.5. POSTINGS, STOCKING, AND REMOVAL

Contractor shall be responsible for posting, maintaining, and stocking related RTA messaging in streetcars and buses, including posters and take-one brochures.

Contractor shall replace missing RTA bus and streetcar cards according to the posting schedule (provided by RTA) whenever posters and cards are being installed on any vehicle. RTA will supply Contractor with a sufficient quantity of bus and streetcar cards for this purpose.

Advertisements with dated content shall be removed by Contractor within one week (5 business days) of the expiration or obsolescence of the ad content. Accordingly, Contractor shall ensure there is a removal plan in place prior to installation to ensure the timely removal of obsolete ads.

IV. SHELTER MAINTENANCE

4. SHELTER MAINTENANCE

4.1. Maintenance and Upkeep:

The Contractor is responsible for the maintenance and upkeep of all advertising displays and shelters. This includes all repair costs for damage to RTA vehicles and property resulting from the installation or removal of advertising materials and adhesive processes. The Contractor shall fully reimburse RTA for such damages.

4.2. INSPECTIONS AND REPAIRS:

The Contractor shall conduct inspections of all advertising installations at least once per month. Damaged or missing displays, including RTA messaging, must be removed, or replaced within three business days of discovery or report.



4.3. TRANSIT SHELTER MAINTENANCE:

The Contractor is responsible for the cleaning, maintenance, and repairs of all transit shelters with advertising displays. If shelters are damaged beyond repair and require replacement, the Contractor will notify RTA of any additional costs for replacement.

4.4. SHELTER REPAIRS AND MAINTENANCE:

The Contractor shall repair RTA non-advertising shelters when damage, vandalism, or other incidents occur. RTA will provide routine maintenance on non-advertising shelters, such as grass cutting, pressure washing, and transit stop cleaning, unless specifically requested. The Contractor shall maintain all advertising shelters and is solely responsible for cleaning, repairing, or replacing any parts on all shelters. If the Contractor furnishes replacement parts or repairs for RTA non-advertising shelters, RTA will reimburse the Contractor for such expenditures. For repairs beyond routine maintenance, the Contractor will provide RTA with a cost estimate. Upon RTA's approval, the Contractor will carry out the repair, and RTA will reimburse the Contractor. Reimbursements may be handled as an offset of fees due to RTA.

4.5. REPLACEMENT OF DAMAGED ITEMS:

Damaged panels, benches, lights, or other shelter items on Company shelters shall be replaced within one week of written notification or discovery, or within seven days of receipt of parts if replacement parts need to be ordered. For RTA shelters, replacements shall occur within one week of RTA's approval or within seven days of receipt of parts after approval.

4.6. EMERGENCY REPAIRS:

If shelter damage, vandalism, or profane graffiti creates a safety hazard, the Contractor will repair, replace, or remove the issue within 24 hours of notification. If the Contractor fails to address the emergency within five working days, RTA may remedy the situation and assess the cost against the Contractor.

4.7. MONTHLY REPORTING:

The Contractor shall provide RTA with a monthly narrative summary of maintenance operations, noting problem areas and corrective actions.

4.8. ILLUMINATION COSTS:

The Contractor will bear the cost of illumination/lighting for all advertising shelters.

4.9. CHRONIC VANDALISM:



If an RTA shelter is subject to chronic vandalism, the RTA may repair or remove the shelter. RTA will restore or request the contractor to repair the sidewalk, walkway, or curb to its original condition at its own cost.

V. FINANCE AND REPORTING

5.1. REVENUE PAYMENT MODELS

5.1.1. Revenue Model

The Contractor is required to pay RTA a Minimum Annual Guarantee (MAG) plus a revenue share for any gross revenue above the MAG. Payment specifications are described in detail in the Contract and summarized below:

- Contractor shall agree to MAG revenue payments which will be paid each month to RTA. This amount to be paid each month by contract is calculated as 1/12th of the MAG.
- 60% of Contractor's gross advertising revenue beyond the MAG shall be paid to RTA at each year end for the duration of the contract.
- Contractor shall allow RTA full financial audit access, and Contractor shall have detailed reporting requirements.
- Contractor shall adhere to RTA's Advertising Revenue Verification policies and procedures and contractor shall grant RTA client access to their advertisement inventory management software for revenue verification purposes.
- A performance audit shall be conducted at the end of every year.

5.1.2. PAYMENT TERMS

- Monthly Payments: Contractor will submit MAG payments each month.
- Annual Revenue Reconciliation: Additional revenue share payments will be reconciled and paid annually, following a performance audit.

5.1.3. REVENUE REPORTING AND TRANSPARENCY

- Real-Time Revenue Access: Contractor will provide RTA with access to its advertising inventory management system, ensuring transparency and real-time insights into sales.
- Monthly Reports: Detailed financial reports will be submitted, covering all revenue from various advertising channels (bus, streetcar, ferry, shelters, digital, etc.).

5.1.4. FINANCIAL AUDITS

- Annual Audits: RTA will conduct annual performance audits to ensure adherence to revenue models, transparency, and compliance.
- Compliance Monitoring: Regular reviews of contracts, sales receipts, and



payments will be conducted to verify accuracy and ensure the integrity of financial transactions.



5.1.5 PAYMENT ESCALATION CLAUSE

- Performance-Based Escalation: MAG will be subject to periodic reviews and may increase based on growth in advertising revenue, demand, and market expansion. This ensures the financial agreement adapts to increased performance and opportunities.

5.1.6. PENALTIES FOR NON-COMPLIANCE

- Late Payment Penalties: Any late payments on MAG or revenue share will incur a fee, ensuring timely compliance.
- Non-Adherence to MAG: Consistent underperformance may lead to penalties, contract reviews, and potential restructuring of terms.

5.1.7. OPTIONAL PROVISIONS

- Expansion Revenue Opportunities: Contractor may propose optional services (e.g., digital, AR, real-time geo-targeted ads), with separate revenue-sharing models to be negotiated. These services will be integrated into the revenue report and subject to the same transparency measures.

5.1.8. MAG ESCALATOR CLAUSE

- The MAG will be subject to annual performance reviews and may increase based on the contractor's revenue generation and market demand.
- Conditions for Escalation: If advertising revenue exceeds the MAG by a predetermined percentage (e.g., 20% or more) for two consecutive years, the MAG will be increased by a pre-negotiated percentage for the following year.
- Escalation is determined by factors such as market demand, transit system growth, and revenue from additional advertising opportunities (e.g., digital, AR, geo-targeted ads).

5.2. HISTORICAL DETAIL AND REVENUE

A transit advertising contract with Laurel Outdoor had been established on January 1, 2018, and provides RTA with fixed revenues. In March of 2019 Laurel Outdoor transitioned ownership of its existing contract to Vector Media. The contract includes bus, streetcar, and shelter advertising revenue. Exterior bus advertising space includes kings, ultra kings, full wraps, and tails. Interior bus advertising space includes car cards. Exterior streetcar advertising space includes kings and hips (Canal St. streetcars) and kings only (St. Charles streetcars). Thus, historical revenue data only reflects static vehicle advertising and shelter advertising as described herein. Subsequently, there is no historical revenue data for digital ads, ferry, ferry terminal ads, transit hubs, or properties.

5.3. REVENUE REPORTING



The Contractor shall provide monthly revenue reports on the status of all RTA advertising revenues. The report should provide revenue information, net 45 days, for the following assets below, as applicable.



Contents of this report may be subject to change or modification, as RTA may deem necessary to meet its needs.

- Bus System
 - Bus vehicle revenue
- Streetcar System
 - Streetcar vehicle revenue
- Ferry System
 - Ferry revenue
 - Ferry Terminals
- Shelter System
 - Advertising shelter revenue
- Property System
 - Facility Buildings
 - Transit Hubs
 - Bus Stops
 - Streetcar Platforms
 - Other properties as available
- Digital Revenue

5.4. REVENUE REPORTING & TRANSPARENCY

The successful proposer will provide RTA with real-time access to the vendor's revenue management systems to improve transparency and allow for more frequent revenue reconciliation.

5.5. REQUIRED REPORTS

The successful proposer will provide, at a minimum, the following documents and information to RTA. Specific details of the documents/reports to be provided will be finalized with the successful proposer and the RTA Project Manager at the start of the contract term:

Documents	Frequency
Updated Client List Year to Date, <i>EXHIBIT 04: SAMPLE</i>	Monthly
List of Contracts Initiated, <i>EXHIBIT 05: SAMPLE</i>	Monthly



Billing Report	Monthly
Copy of advertising contracts initiated	Monthly
Advertising Revenue Report, <i>EXHIBIT 06: SAMPLE</i>	Monthly
Advertising Installation / Inventory Report for all Rolling Stock To include inventory of RTA signs in storage / not installed.	Twice Monthly
List of payments sent directly to Advertising Company	Monthly
Shelter maintenance activity and associated costs	Monthly
Reconciliation with RTA of all payments	Monthly
Inspection/audit of records and financial data involved in the operation of vehicle advertising during the regular business hours and at other times upon one (1) day's written notice.	As requested
A revenue report: all contracts in effect, billings for the month, past due amounts, total remaining balances on accounts, and contract expiration dates.	As requested

Electronic reports sent to:
 Contract Administrator, Marketing Director
 Supervisor, Finance/Accounting
 Chief Asset Management Officer

5.6. AUDITS AND ADJUSTMENTS



5.6.1. PERFORMANCE AUDIT

RTA will conduct a performance audit at the end of every year in order to evaluate whether project statement of work and deliverables is meeting customer needs, keeping with relevant technology, and aligned with advertising market rate. If appropriate, a contract modification may be developed and executed in order to perform any necessary adjustments to meet these goals.

The Contractor(s) may also perform their own mid-contract audit with recommended findings on customer needs, relevant technology, and advertising market rate.

5.6.2. FINANCIAL AUDITS

RTA reserves the right to hold financial and physical audits of the entire advertising inventory awarded as a result of this Contract, including without limitation, all transactional receipts related to this Contract. Audits will reconcile all Contractors' sales receipts against payments to RTA for the same time period. Audits may serve to ensure that each Party has received its appropriate share of revenue. Audits may also serve as an assessment of the Contractors' performance in compliance with the terms and conditions of the Contract. RTA reserves the right to conduct the audits at will and will inform the Contractor in writing of intended audit activity and period.

The physical audit will be a visible count of all advertising placed in and on RTA's facilities and fleets. Fiscal audits will constitute a detailed review of the Contractors' sales and will include the collection of sales and billing records for the purpose of determining that sales were executed at the established rates, what discounts were provided (if any), and to validate that the amount of advertising space and time allocated to the advertiser match the recorded amount sold, and that the amounts collected were in accordance with the rates approved by RTA.

The results of both audits shall be compared with the Contractors' billings and any deficiencies or irregularities shall be corrected by Contractor in the Contractors' billing statements within 45 business days of notification by RTA. Any net underpayment to RTA disclosed by the audit shall be due and payable to RTA Accounts Payable.

The rights provided in this Section are not exclusive and are in addition to any other rights provided by law and in the Contract.

VI. CAPITOL

6. EXPANSIONS AND NEW ASSETS

During the lifetime of this Contract, several capital projects are anticipated for completion and to enter revenue operation, thus, expanding RTA's transit network even greater.



Where possible, RTA will coordinate preview of new transit service for additional advertising opportunities by Contractor(s). All new commercial advertising opportunities must be submitted, reviewed, and approved by RTA departments at the discretion of RTA.

Upon approval, implementation may commence to add commercial advertising to new transit service and facilities.

Projects and anticipated completion dates are subject to change and listed as a reference. RTA will provide revised construction schedules and completion dates as they change.

Project	Anticipated Completion	Type
2.1 Algiers Terminal Rehabilitation	December 2025	Ferry Terminal
2.2 Downtown Transit	December 2027	Transit Hub
2.3 Transit Hubs	December 2026	Transit Hub

VII. EXCEPTIONS

7. EXCEPTIONS AND EXCLUSIONS

The following assets and locations are excluded from the Contract(s):

At RTA’s sole discretion, RTA properties that are designated for joint development and properties that are or will be leased or licensed to third parties are not Approved Properties are not included in this Contract.

RTA further reserves the right to add to, modify, or delete from the list of Approved Locations subject to this Contract, from time to time, in RTA’s sole discretion.

7.1. FACILITIES BUILDINGS [OPTIONAL DELIVERABLE]

RTA Facilities currently do not have advertising. Currently, there are 4 facilities owned

by RTA. The Contractor may propose a holistic advertising plan for Facility Buildings

owned by RTA. The

Contractor may recommend traditional, new media, or new technology advertising for the exteriors.



RTA wishes to maximize capital assets to generate revenue and understands some properties may not be suitable for advertising due to location and/or lack of demand.



Proposals for incorporating advertising will be reviewed by RTA departments. Site visits with RTA and Contractor, and others, may be required to evaluate proposed advertising locations and will be at the discretion of RTA.

7.2. ADVERTISING ON RTA FACILITIES [OPTIONAL DELIVERABLE]

The Contractor will perform all services to obtain the necessary permits, approvals, and any other entitlements required to develop, design, install, maintain, and sell out of home advertising on RTA property in accordance with local governing jurisdiction.

7.2.1 GUIDELINES FOR ADVERTISING PLACEMENT ON RTA FACILITIES

Do not inhibit functional use, operation, and maintenance of building or facility; existing informational signage, wayfinding, safety, and branding elements.

Do not block any site lines that may cause security concerns or obscure visibility to users, transit vehicle operators, security personnel or the public.

VII. MEDIA

8.1. MEDIA TRADE

The RTA will have the right to utilize its reserve space for cooperative advertising, media trades and for other trade options such as goods and services at its sole discretion.

The RTA is permitted to make trades in-kind with advertisers who have not bought bus exterior sign space for the last twelve (12) month period.

8.2. UNSOLD SPACE

Unsold space will be defined as any exterior advertising space which is not under valid, signed contract for a period of two calendar weeks from the date of expiration of last contract governing said space.

All additional unsold exterior advertising space will be allocated to the RTA for its own advertising usage. All identified unsold space will be filled with RTA-provided signs until such time as sold space is installed.

8.3. NO EMPTY SPACES



The Advertising Company will commit to a policy of “No Empty Spaces.” Those spaces not filled by paid advertisements will be filled with RTA provided self-promotion material, or promotion material for ads on buses.

IX. SPECIAL EVENTS

9. SPECIAL EVENTS

The city of New Orleans ("city") hosts several major events and festivals throughout the year during those Special Event Periods:

9.4.1. Contractor shall execute a binding option agreement for all or some of the RTA Bus, Streetcar, Ferry, Digital and/or Property System that is subject to this Contract ("Ad Space") during the Special Event Period (defined below).

9.4.2. The RTA, at its sole discretion, may impose restrictions on the parties who may advertise on the Ad Space and/or the nature of advertising that will be allowed during the Special Event Period.

9.4.3 The "Special Event Period" means the period two weeks prior to the Event, through two weeks after the conclusion of the Event (to be finalized based on the actual dates established for the Special Events).

9.4.4. In the event that it is the customary practice of Contractor to sell a particular format of ad space only on a calendar month basis, then, if the Special Event Period would otherwise not begin on the first of a calendar month and/or end on the last day of a calendar month, the Special Event Period shall be adjusted for all applicable Ad Space customarily sold on

- a calendar month basis to begin and end on the first day or last day of the calendar month, as applicable.

The RTA maintains the absolute right to sell and display advertising on any RTA property not subject to this Contract, which right may be delegated by RTA.

X. CONTENT RESTRICTIONS

10. RTA SYSTEM ADVERTISING POLICY



Guidelines and content restrictions, as defined in *EXHIBIT 01: RTA ADVERTISING CONTENT POLICY*, apply to all forms of advertising on RTA's system. RTA reserves the right to revise the RTA Content Advertising Policy as deemed necessary. Any RTA Board of Directors ("RTA Board") adopted changes to



RTA's Advertising Policy will be provided to Contractor for their information and use. If Contractor believes the policy changes may have an impact upon the contract revenue stream, Contractor shall have the right to proceed under General Conditions-9 Modifications clause.

10.1. RIGHT OF REJECTION

In addition to and consistent with the above, Contractor may review advertising content according to its own guidelines of acceptability.

RTA reserves the right to reject any advertising content submitted for display on its properties and/or to order the removal of any advertising posted on its properties.

RTA Marketing Department makes decisions regarding the rejection or removal of advertising based upon the criteria in RTA's policy statement. Upon notice by the Marketing Department designee that an advertisement must be removed, the Contractor shall immediately uninstall such advertisement within 24 hours after such initial notification. Upon request, RTA will furnish written confirmation of the order to remove.

10.2. AGENCY MESSAGING AND USAGE - STATIC ADVERTISING

RTA's ability to directly reach customers is crucial in order to provide transit/travel and agency information. RTA's Marketing/ Communications Department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

10.2.1 RTA reserves the right to designate the allocation of system space including the use of an entire bus or streetcar vehicle or multiple bus or streetcar vehicles as needed. Any unused advertising space shall be occupied by RTA advertising/messaging.

10.2.2. RTA reserves the right to occupy, free of charge, for the purpose of RTA transit/travel and agency information, the distribution channels listed below. The Contractor is responsible for installing, maintaining, and removing RTA information/messaging.

10.2.3. The Contractor may provide 'black-out dates' where demand for advertising space is high, and that period is used by the Contractor to generate maximum revenue. The Contractor shall credit RTA for 'black-out periods' with additional usage elsewhere in the schedule.

10.2.4. Unless stated, the Contractor will be responsible for all production costs of RTA advertising materials for each application below. Production cost includes the materials, printing, and delivery of advertising content.



- 10.2.5 RTA is entitled to exclusive use up to 50% of interior car cards in bus and streetcar vehicles per month, each month, the Contractor may sell advertising for the remaining 50%. RTA will be responsible for the production cost of car cards with agency advertising/messaging.
- 10.2.6. RTA is entitled to exclusive use of up to 10% of exterior bus vehicle king ads per month, each month; the Contractor may sell advertising for the remaining 90%.
- 10.2.7. RTA is entitled to exclusive use of up to 10% of exterior bus vehicle tail ads per month, each month; the Contractor may sell advertising for the remaining 90%.
- 10.2.8. RTA is entitled to exclusive use up to 10% of exterior streetcar vehicle ads per month, each month; the Contractor may sell advertising for the remaining 90%.
- 10.2.9. RTA is entitled to exclusive use of up to 10% of exterior bus vehicle wrap ads annually (10% of previous years' total bus wraps sold); the Contractor may sell advertising for the remaining 90%.
- 10.2.10. RTA is entitled to exclusive use up to 25% of RTA owned ferry terminal, shelter, stops, facilities and property advertising annually; the Contractor may sell advertising for the remaining 75%.

10.3. AGENCY MESSAGING AND USAGE – DIGITAL ADVERTISING

RTA's ability to directly reach customers is crucial in order to provide transit/travel and agency information. RTA's Marketing/ Communications Department administers the use of these unique distribution channels as part of its overall responsibility for customer communication.

- 10.3.1. RTA reserves the right to designate the allocation of system space, including the use of entire stations or facility, as needed. Any unused advertising space shall be occupied by RTA advertising/information.
- 10.3.2. In the case of an emergency, RTA will have the right to immediately display emergency content on up to 100% of any or all of the digital displays in the Contractors' digital network.
- 10.3.3. RTA is entitled to exclusive use of up to 10% of digital ads per month, each month; the Contractor may sell advertising for the remaining 90%.
- 10.3.4. RTA is entitled to exclusive use up to 10% of digital advertising in parking facilities per month, each month; the Contractor may sell advertising for the remaining 90%.



10.3.5. RTA is entitled to exclusive use up to 10% of digital advertising in bus interiors per month, each month; the Contractor may sell advertising for the remaining 90%.



10.3.6. RTA is entitled to exclusive use up to 10% of digital advertising in streetcar car interiors per month, each month; the Contractor may sell advertising for the remaining 90%.

XI. LOCATIONS AND PARAMETERS

11. SIGNAGE & WAYFINDING

11.1. Advertising Restrictions for RTA Ferry Terminals and Transit Hubs/Stations

Safe, clear, and consistently messaged navigation of the RTA transit system is of prime importance to our passengers. To that effect, RTA will develop signage, wayfinding and customer information standards for terminals, stations, and facilities. Advertising shall be incorporated into station design with consideration of the individual facility architecture and overall environment.

The Contractor will use innovative and best in class design in every aspect of their work, to ensure and to maintain a superlative customer experience. Proposals for incorporating advertising shall be reviewed by RTA departments. Terminal/ facility site visits with RTA and Advertising company (Contractor) representatives, and others, may be required to evaluate proposed advertising locations and shall be at the discretion of RTA.

11.2. GENERAL PRINCIPLES – SIGNAGE & WAYFINDING

Contractor shall manage the selling and displaying of advertising consistent with the following:

- Transit informational and directional graphics shall take precedence over advertising displays and /or panels.
- Advertising shall not visually or physically interfere or obstruct passenger informational and regulatory signage or digital information displays.
- Advertising displays or panels shall not visually block signage/wayfinding sight lines.
- Advertising displays and panel placement immediately adjacent to permanent signage/wayfinding shall not be permitted (rule of thumb of no closer than 60” proximity).
- Advertising shall not cover/wrap existing signage without commensurate steps to ensure signage remains legible at all times.
- Advertising displays and panels shall not make use of signage support structures to provide attachments or draw electrical power, unless otherwise approved in writing by RTA on a case-by- case basis.
- Advertising shall not be applied to surfaces of stainless-steel illuminated map cases, fire hose and alarm cabinets, messaging cabinets or other functional RTA equipment unless otherwise approved in writing by RTA on a case-by-case basis.



- Advertising displays shall not be considered for placement on gates functionally required for safe passenger entry and exiting flow, exterior surfaces of fare gating equipment and fire/life/safety equipment.

XII. DIGITAL DISPLAYS

12. CUSTOMER INFORMATION/DIGITAL DISPLAYS

As RTA transitions to digital displays for both customer information and advertising, it is imperative that the display of advertising materials does not compromise the transmission of critical customer information. Digital displays shall be incorporated into a system of customer information that should be a natural evolution of RTA's static system for customer information, currently consisting of an array of freestanding and wall-mounted map cases.

RTA's assessment of the value of a proposal's enhancement of the customer experience will not be a purely quantitative exercise, as it will necessarily take into account the number, size and configuration of displays to be made available for customer information, the stations and locations therein where such screens will be provided, and the speed and geographic diversity of proposed deployments, among other considerations. RTA will be integrally involved in overseeing the process of designing, installing, operating, and maintaining every part of the Contractor's digital network that relates to customer information.

RTA encourages the Contractor to integrate their on-site physical advertising with mobile platforms and other future technology opportunities. Contractor should describe their plans for such integration and how RTA will share in the financial and communication benefits derived therefrom. Because each RTA facility is unique, Contractor should anticipate that the installation of hardware in each location will involve several steps, including approval of design for location of digital display, structural connection details, electrical and data connections, scheduling of work and necessary support labor, inspections, permits and approval of completed work.

Contractor shall provide reasonably detailed technical descriptions, as well as illustrative drawings, for each type of equipment proposed. Contractor should illustrate how their proposal will enhance the RTA customer experience, and generate revenue for itself and RTA, through digital advertising, as well as indicate to what extent they would be prepared to fund and undertake these improvements in addition to the installation of new digital hardware in connection with such initiatives.

12.1 GENERAL PRINCIPLES - DIGITAL INFORMATION DISPLAYS

- The Contractor shall provide an assessment of the feasibility, costs, and benefits of converting advertising inventory in applicable locations from static to digital, for the duration of the Contract.
- The design of the physical components of the Digital Information Displays (screens, housings, electrical and data systems, etc.) shall be closely coordinated with various RTA departments to ensure conformance with RTA systemwide design standards and



requirements, as well as



compliance with the Americans with Disabilities Act, with the goal of creating a seamless enhancement of the user experience for all RTA customers. To this end, at specific locations, displays and devices may require audio (voice annunciation) capabilities, tactile keypads, and Braille.

- All digital displays and devices shall contain appropriate technology for the collection of usage metrics.
- The Contractor will work closely with key RTA departments on the selection of digital displays to ensure that the size, location, quantity, and functionality of the devices suit the needs of RTA. The display requirements shall be developed through a collaborative process between the Contractor and various RTA departments. RTA will have final approval rights over the Proposer's hardware selections.
- RTA reserves the right to supplant all advertising content with service change notices and emergency information.
- Contractor acknowledges and agrees that there will be certain required customer information that shall remain in a continuously visible (default screen) state, and the design of the digital interface shall present a clear path to customer information that is seamless, intuitive, and easy for the typical customer to navigate.
- At key locations, a static backlit map component shall be incorporated by the Contractor into the customer information array; this element will be integrated within the system of Digital Information Displays and provide familiar wayfinding content for RTA's ridership. Quantities and locations of these static maps will be determined on a case-by-case basis.
- Contractor shall sell and display advertising consistent with the following:
 - Advertising shall not interfere with Transit Passenger Information.
 - Advertising displays shall not visually block signage sight lines to Passenger Information.
 - Advertising shall not cover/wrap Passenger Information.

12.2. GENERAL PRINCIPLES - ILLUMINATED MAP CASES

During the transition period from static to digital advertising, and for the duration of the contract, all static internally illuminated map cases in the RTA system shall be reserved solely for customer information (which, in addition to RTA maps and other customer information, may include RTA advertising, promotions, messages, etc.).

12.3 DIGITAL PUBLIC INFORMATION DISPLAYS (MAP CASES)

Due to limited space, not all hubs/ stations, and stops are suitable for additional equipment dedicated to advertising. RTA desires a comprehensive and holistic approach to system advertising, and will consider advertising on customer information panels, or digital maps cases.

The map cases currently display static customer information such as maps, fare information, etc. The Contractor will at its own cost replace these map cases with new,



more streamlined, state-of-the art digital displays to be used for digital customer information and advertising.



Proposed size, placement, style, model, and power / data access to be approved by RTA. The placement and installation of additional screens may be negotiated with RTA. However, RTA must provide written approval of the placement and installation to Contractor prior to Contractor commencing Work under this Section. Locations and quantities of static map cases are available upon request.

XIII. RTA FLEET

13. RTA BUS AND STREETCAR VEHICLE FLEET

13.1 ADVERTISING LOCATION PARAMETERS FOR RTA REVENUE VEHICLES

The design and visual graphics of RTA streetcar & bus vehicles are important in establishing the RTA identity. The high visibility of the fleet plays a key role in creating awareness and strengthening RTA's brand equity throughout Orleans Parish. The fleet is currently composed of various vehicle makes and models. To that effect, proposals for incorporating exterior/interior advertising shall be reviewed by RTA departments. Vehicle audits/review of current RTA Bus & Streetcar Fleet Standards with RTA and Contractor, and others, may be required to evaluate proposed advertising locations and shall be at the discretion of RTA.

13.2 RTA VEHICLE BRANDING AND FUTURE





RTA has recently undergone the process of updating and refreshing the look of our brand on the current vehicle fleet. During the term of this agreement, new designs for vehicle exteriors may be introduced and adjustments to advertisement placement may be required. RTA's current Brand design samples can be found in *EXHIBIT 02: RTA BRAND VEHICLE DESIGN SAMPLES*



13.2.1. Vehicle Advertising Space and Permitted Formats; also EXHIBIT 03: Vehicle Advertising Space

All advertising formats listed are permitted without limitation; however, the Contractor cannot utilize more than 20% of the bus fleet for full wraps. As RTA incorporates new vehicle types, ad sizes and formats may be slightly different for vehicle type. The contractor is responsible for updating ad formats and sizes and providing updated information to RTA.

Transit Vehicle Commercial Advertising Inventory - Buses

125 active fixed-route buses,



Exterior Bus		
Ad Type	Visual	Description
King		Direct Application 91" W x 30"H 144" W x 30"H 192" W x 30"H
Ultra Super King		Direct Application 90" W x 224"H / Live 84.5" W x 224"H 100"W x 230"H / Live 95"H x 230"W Sizes Vary
Full wrap		Direct Application Sizes Vary
Tail		Direct Application 72" W x 21"H 50" W x 18"H 43" W x 21"H

Interior Bus		
Ad Type	Visual	Description
Car Cards		Direct Application 42" W x 11"H / Live 40"W x 9"H 28" W x 11"H / Live 26"W x 9"H
Michelangelo		Direct Application Sizes Vary


Transit Vehicle Commercial Advertising Inventory - Streetcars

45 Active Streetcars

Canal St. - French Quarter/Superdome/Arena/Armstrong Park/City Park/Museums/Riverfront/Convention Ctr/Aquarium+

Exterior Streetcar - Canal St.		
Ad Type	Visual	Description
King		Direct Application 144" W x 30"H / Live 142"W x 28"H
Hip		Direct Application 72" W x 21"H / Live 70" W x 19"H

St. Charles Ave. - Uptown/Garden District/ Tulane & Loyola Universities/ Audubon Park

Exterior Streetcar - St. Charles Ave.		
Ad Type	Visual	Description
King		Direct Application 144" W x 22"H / Live 142"W x 20"H

Interior Streetcar - Canal St. & St. Charles Ave.		
Ad Type	Visual	Description
Car Cards		Direct Application 42" W x 11"H / Live 40"W x 9"H 28" W x 11"H / Live 26"W x 9"H



13.2.2 GENERAL PRINCIPLES – BUS FLEET

Contractor shall manage the selling and displaying of advertising consistent with the following:

- All advertising formats shall be permitted without limitation; however, the Contractor cannot utilize more than 20% of the bus fleet for full wraps.
- Advertising shall not cover the front of the vehicle, front boarding doors, first set of passenger windows and roof area.
- Advertising shall not obstruct the front windshield and driver side window.
- Advertising shall not impede operation of designated emergency windows/doors.
- Advertising material shall be applied so all maintenance access panels remain operable.
- Advertising material under any condition shall not conceal digital displays units providing line and destination information to boarding passengers.
- Advertising material applied to windows must be perforated and allow inside passengers to see through.
- Advertising shall be mounted directly to bus exterior surface(s) without any use of frames.
- Advertising material used must meet or exceed Fire Life Safety standards as specified by RTA's Safety Department.
- Full wrap advertising shall promote enhanced visibility of the bus transit vehicle and shall require a design that includes high visibility, reflective, and high-contrast material. RTA Safety and Operations will have final approval authority.
- Advertising shall not conceal or camouflage under any condition any of the following exterior graphics/decals:
 - Brand graphics including but not limited to the RTA logo, select RTA service decals, select super graphics
 - RTA contact information, including phone number and web address and Welcome Aboard information
 - decals, vehicle number, LA license
 - Vehicle maintenance decals such as battery location, jack points, etc.
- In RTA approved advertising exterior locations where brand graphics and advertising materials intersect, contractor will be required to fabricate and install, at no cost to RTA, replacement brand graphics/decals in accordance with RTA Bus Standards.
- Decals printed by Contractor must follow RTA signage standards for dimensions, materials, color, etc. RTA Marketing to provide awarded Contractor(s) with files for printing. RTA to review/approve first run proofs.
- Advertising shall not conceal or camouflage under any condition any interior graphics/decals.
- Advertising shall not be placed on interior floors, windows, or seats in the ADA/wheelchair designated areas.
- Any new bus models procured by RTA during the term of this contract will be evaluated by Contractor for recommended ad placement and reviewed/approved





Exact location, quantity and types of graphics/decals vary by bus model.

13.2.3. GENERAL PRINCIPLES – STREETCAR FLEET

Contractor shall manage the selling and displaying of advertising consistent with the following:

- Advertising shall not cover the front/rear driver cabs including windows and the roof/shroud.
- Advertising shall not impede operation of designated emergency windows/doors.
- Advertising shall not be applied to windows.
- Advertising material under any condition shall not conceal digital displays units providing line and destination information to boarding passengers.
- Ads shall be mounted in the designated exterior frames and shall not be applied directly to streetcar exterior surface(s).
- Advertising material used must meet or exceed Fire Life Safety standards as specified by RTA’s Safety Department.
- Full wrap advertising is prohibited on RTA streetcars.
- Decals fabricated by Contractor must follow RTA Signage Standards for dimensions, materials, color, etc. RTA Art & Design to provide awarded Contractor(s) with files for fabrication. RTA to review/approve first run proofs.
- Advertising shall not conceal or camouflage under any condition any interior graphics/decals, maps, or photo luminescent floor striping.
- Advertising shall not be placed on interior floors/windows, or seats in the ADA/wheelchair or bike/stroller designated areas.

Exact location, quantity and types of graphics/decals apply to all streetcar models.

XIV. SCOPE OF WORK I - RTA BUS SYSTEM

14. BUS SYSTEM ASSETS

RTA currently operates 34 bus routes and serves an area of 350 square miles. The RTA Bus System currently includes approximately 125 bus vehicles. By 2026 RTA anticipates that number to be approximately 135 bus vehicles, pending funding is met.

The RTA bus fleet covered by this Contract are operated directly by RTA and is currently housed at RTA’s main facility on Canal Street. RTA is currently working on a plan to move bus operations to its East New Orleans Facility (ENO) by 2027 in line with the new Electric Vehicle Infrastructure.



Additional Bus System information is available upon request. Proposers are also encouraged to use RTA's transit data. To access data proposers must submit a completed and signed copy of the Data License Agreement *Exhibit 08: Data License Agreement* to the RTA Procurement department.

The Contactor will execute standard transit advertising techniques, additionally, the Contractor is welcome to propose a comprehensive and holistic approach to next generation/innovative techniques utilizing the RTA Bus System assets. Any next generation/innovative techniques must address RTA's desire to improve customer experience and generate revenue for the agency.

14.1. REQUIRED DELIVERABLES

The Contractor will manage the selling, displaying, removal, and maintenance of advertising on the following parts of the bus system:

- **Vehicle Exterior Advertising** - including partial and full vehicle wraps, kings, ultra super kings, and tails.
- **Vehicle Interior Advertising** - including car cards, ceilings, backs, and safety bar handles.
- **Digital Vehicle Interior Advertising** – integrating with RTA's Clevervision digital displays currently installed on vehicles.

14.2. OPTIONAL DELIVERABLES

The Proposer may propose, but not mandated to, manage the selling, displaying, removal, and maintenance of advertising on these parts of the bus system:

- **Digital Vehicle Exterior Advertising** – digital displays (digital screens) to replace static advertising on the sides of the bus exteriors.

14.3. VEHICLE EXTERIOR ADVERTISING

Various industry-standard techniques may be applied to RTA's bus exteriors including partial and full vehicle wraps, kings, ultra super kings, back vehicle tails. Further detail for each technique is as follows:

- **Sides of buses** - Standard king and ultra super king ad application.
- **Vehicle back** - Standard tail advertising.
- **"Wrapped"** advertising includes full wraps, partial wraps, kings, or ultra super kings.



In the selling, displaying, removal, and maintenance of advertising, Contractor shall further ensure the following:



- Ads shall be mounted by Direct Application to bus exteriors. Direct Application is defined as ads placed directly on the exterior surface of the vehicle by adhesive backing, no frame is used.
- Ads must be specifically positioned, and trimmed if necessary, according to RTA’s design guidelines. No deviation from this positioning is permitted.

Contractor is responsible for coordinating the availability of buses for wrapping with Operations Division Managers.

The Contractor is welcome to explore digital displays (digital screens) to replace static advertising on the sides of the bus exteriors. The Contractor should consider hardware, data, and electrical requirements necessary for the migration to digital.

Contractor shall refer to SECTION 7.3.2 Vehicle Advertising Space; also *Exhibit 03: Vehicle Advertising Space*, which states sample sizes for each known application.

14.4. VEHICLE INTERIOR ADVERTISING

Various industry-standard techniques may be applied to RTA’s bus interiors including bus cards, ceilings, backs, and handrails. Further detail for each application is as follows:

- **Bus Car Cards** - Interior ad space, or bus car cards. RTA reserves the right to determine placement of this advertisement inside all buses.
- **CEILINGS, BACKS, AND HANDRAILS - ADVERTISEMENT MAY NOT OBSCURE OR INTERFERE WITH THE VISIBILITY OF PRE-EXISTING VEHICLE, SAFETY, OR BOARDING INFORMATION.**

Contractor shall refer to SECTION 7.3.2 Vehicle Advertising Space; also *Exhibit 03: Vehicle Advertising Space*, which states specific sizes for each known application.

14.5. BUS – DIGITAL ADVERTISING

RTA seeks to work with a partner, identified through this solicitation process, who will build a foundation enabling RTA to take advantage of the rapidly changing out of home advertising industry – led by technology. RTA has not established a network nor employed digital screens for the sole purpose of advertising; thus, a comprehensive and holistic approach to digital, next generation, and immersive advertising is warranted for RTA’s Bus System.

The Contractor should consider the digital techniques listed herein and recommend a business and work plan in order to implement digital advertising system-wide in RTA’s Bus System. RTA strongly encourages proposers to include digital techniques and plans within their proposals.



XV. SCOPE OF WORK II - RTA STREETCAR SYSTEM

15. STREETCAR SYSTEM ASSETS

The RTA Streetcar System includes approximately 52 streetcar vehicles.

Additional Streetcar System information is available upon request. Proposers are also encouraged to use RTA's transit data. To access data proposers must submit a completed and signed copy of the [Data License Agreement Exhibit 08: Data License Agreement to the RTA Procurement department](#).

The Contactor will execute standard transit advertising techniques additionally, the Contractor shall propose a comprehensive and holistic approach to next generation/innovative techniques utilizing the RTA Streetcar System assets. Any next generation/innovative techniques must address RTA's desire to improve station appearance, enhance transit rider experience, and generate revenue for the agency.

15.1. REQUIRED DELIVERABLES

The Contractor will manage the selling, displaying, removal, and maintenance of advertising on these parts of the streetcar system:

- **Vehicle Exterior Advertising on Red Streetcars** – exterior king and hip advertising.
- **Vehicle Exterior Advertising on Historic Green Streetcars** – exterior advertising.
- **Vehicle Interior Advertising** – interior car cards.
- **Digital Vehicle Interior Advertising** – integrating with RTA's Clevervision digital displays currently installed on vehicles

15.2. OPTIONAL DELIVERABLES

The Proposer may propose, but not mandated to, manage the selling, displaying, removal, and maintenance of advertising on these parts of the streetcar system:

- **Digital Vehicle Interior Advertising** – includes identifying areas for new digital displays.
- **Digital Vehicle Exterior Advertising** – digital displays (digital screens) to replace static advertising on the sides of the Canal St. Streetcar exteriors; St. Charles Ave streetcars are excluded.
- **Streetcar Platform Digital Advertising** – includes digital displays and units. This could include expansive displays integrated into platform areas, digital signage board/signage totem, and map cases for an immersive experience.
- **Platform and Projection Advertising** – digital media advertising projected onto platform surfaces.

15.3. VEHICLE EXTERIOR ADVERTISING



RTA's streetcar fleet includes the historic Perley Thomas Streetcars (green) and a model which is a replica of the original Perley Thomas streetcars (red). Specific standards must be applied to RTA's streetcar exteriors for kings and hips. Further details for application are as follows, and SECTION 7.3.2 Vehicle Advertising Space; also *Exhibit 03: Vehicle Advertising Space* states sizes for each known application.

- **Side of streetcars** - Standard king (all) or hip (Canal St. only) ad application.
- **Front and Back** - Space on the exterior front and back of RTA streetcars is not available for sale.
- **“Wrapped”** full wraps and partial wraps are prohibited on all streetcars.

Ads shall be inserted into the existing frame to streetcar exteriors. Direct Application, defined as ads placed directly on the exterior surface of the vehicle by adhesive backing where no frame is used is prohibited on all streetcar vehicles.

Ads must be specifically positioned, and trimmed if necessary, according to RTA's design guidelines. No deviation from this positioning is permitted.

15.4. VEHICLE INTERIOR ADVERTISING

RTA's streetcar interiors advertising includes interior car cards. Further detail for each technique is as follows:

- **Streetcar Car Cards** - Interior ad space, or streetcar car cards. The total fleet currently consists of 52 cars. RTA reserves the right to determine placement of this advertisement inside all streetcars. The Contractor will coordinate with RTA to install additional frames for advertising.

Contractor shall refer to SECTION 7.3.2 Vehicle Advertising Space; also *Exhibit 03: Vehicle Advertising Space*, which states specific sizes for each known application.

The Contractor is welcome to explore digital displays inside streetcar vehicles to be used for advertising and agency information. The Contractor should consider hardware, data, and electrical requirements necessary for the migration to digital.

15.5. STREETCAR – DIGITAL ADVERTISING

RTA seeks to work with a partner, identified through this solicitation process, who will build a foundation enabling RTA to take advantage of the rapidly changing out of home advertising industry – led by technology. RTA has not established a network nor employed digital screens for the sole purpose of advertising; thus, a comprehensive and holistic approach to digital, next generation, and immersive advertising is warranted for RTA's Streetcar System.



The Contractor should consider the digital techniques listed herein and recommend a business and work plan in order to implement digital advertising system-wide in RTA's Streetcar System.

XVI. SCOPE OF WORK III – FERRY SYSTEM

16. FERRY SYSTEM ASSETS

The RTA Ferry System includes the Canal Street Ferry landing, Algiers Ferry landing, Chalmette Ferry landing, and Lower Algiers ferry landing with three active fleet ferry vessels.

The Contactor will execute standard transit advertising techniques, additionally, the Contractor is welcome to propose a comprehensive and holistic approach to next generation/innovative techniques utilizing the RTA Ferry System assets. Any next generation/innovative techniques must address RTA's desire to improve customer experience and generate revenue for the agency.

16.1. REQUIRED DELIVERABLES

The Contractor will manage the selling, displaying, removal, and maintenance of advertising on the following parts of the ferry system:

- **Ferry Landing Advertising** – including static, digital, and/ or next-generation techniques.
- **Ferry Vessel Advertising** – including static, digital, and/ or next-generation techniques.
- **Ferry Wayfinding Signage Advertising** – including static, digital, and/ or next-generation techniques.

16.2. OPTIONAL DIGITAL ADVERTISING FOR THE FERRY SYSTEM

RTA seeks to work with a partner, identified through this solicitation process, who will build a foundation enabling RTA to take advantage of the rapidly changing out of home advertising industry – led by technology. RTA has not established a network nor employed digital screens for the sole purpose of advertising; thus, a comprehensive and holistic approach to digital, next generation, and immersive advertising is warranted for RTA's Ferry System.



The Proposer may propose, but is not mandated, to manage the selling, displaying, removal, and maintenance of advertising on these parts of the ferry system. RTA encourages proposers to include digital deliverables in their proposal:

- **Ferry Landing Digital Advertising** – includes digital displays and units at landings.
- **Ferry Vessel Digital Advertising** – includes digital displays and units on ferry vessels.
- **Ferry Wayfinding Digital Signage Advertising** – includes digital displays and units at ferry landings.

RTA expects the proposer to supply the necessary infrastructure for the digital advertising network. This could include the proposer funding the infrastructure entirely or a cost-sharing arrangement between RTA and the contractor. The Contractor should assess the outlined digital advertising techniques and propose a business and work plan for implementing a system-wide digital advertising network across RTA's Ferry System. This proposal should position RTA at the forefront of the evolving digital advertising landscape while enhancing revenue generation and user engagement.

XVII. SCOPE OF WORK IV - RTA PROPERTIES

17. PROPERTIES SYSTEM ASSETS

The RTA Properties System includes 243 transit advertising shelters, nearly 10,000 bus stops, two transit hubs, four facilities and streetcar platforms.

The RTA property systems covered by this Contract are owned by RTA. Additional Properties System information is available upon request. Proposers are also encouraged to use RTA's transit data. To access data proposers must submit a completed and signed copy of the [Data License Agreement Exhibit 08: Data License Agreement](#) to the RTA Procurement department.

The Contactor will execute standard transit advertising techniques, additionally, the Contractor is welcome to propose a comprehensive and holistic approach to next generation/innovative techniques utilizing the RTA Bus System assets. Any next generation/innovative techniques must address RTA's desire to improve customer experience and generate revenue for the agency.

17.1. REQUIRED DELIVERABLES

The Contractor will manage the selling, displaying, removal, and maintenance of advertising on the following parts of the properties system:

- **Transit Shelter Advertising** – including static, digital, and/ or next-generation techniques.
- **Transit Hub Advertising** – including static, digital, and/ or next-generation techniques.



17.2. TRANSIT SHELTER ADVERTISING ASSETS

The shelter advertising inventory comprises 243 advertising shelters. The Contractor is responsible for maximizing sales, printing, and installing the advertisements, maintaining the advertising shelters, and ensuring that the inventory remains fully utilized.

There are also 103 non-advertising shelters, 18 of which are owned by Vector. By the third year of the contract, or before the contract's termination, the RTA will assume ownership of the 18 shelters that were previously owned by Vector.

THE CITY OF NEW ORLEANS NOW ALLOWS THE PERMITTING OF ADVERTISING SHELTERS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW AND COMPLY WITH THIS PERMITTING PROCESS, AS THE RTA DOES NOT CONTROL OR ASSIST WITH IT.

Non-advertising shelter locations can be re-evaluated to determine their suitability for advertising permits. However, the existing structures (non-advertising shelters) would have to be replaced with a new shelter design that includes designated space for advertising. If a non-advertising location is approved for advertising by the City of New Orleans, new advertising shelter structures must be purchased and installed at that site. Contractor may be responsible for the purchase and install of new shelters of a design and location approved by RTA. Any future shelters will be the property of RTA.

For reference, a full list of advertising shelters is included in *EXHIBIT 09: FULL LIST OF SHELTERS (ADVERTISING AND NON-ADVERTISING)*

17.3. OPTIONAL DELIVERABLES

The Proposer may propose, but not mandated to, manage the selling, displaying, removal, and maintenance of advertising on these parts of the bus system:

- **Transit Shelter Digital Advertising** – includes digital displays and units at shelters.
- **Bus Stop Digital Advertising** – includes digital displays and units at bus stops.
- **Streetcar Platform Digital Advertising** – includes digital displays and units at stops (canal line only).

17.4. PROPERTIES – DIGITAL ADVERTISING

RTA seeks to work with a partner, identified through this solicitation process, who will build a foundation enabling RTA to take advantage of the rapidly changing out of home advertising industry – led by technology. RTA has not established a network nor employed digital screens for the sole purpose of advertising; thus, a comprehensive and holistic approach to digital, next generation, and immersive advertising is warranted for RTA's Properties System.



The Contractor should consider the digital techniques listed herein and recommend a business and work plan in order to implement digital advertising system-wide in RTA's Properties System.

17.5. TRANSIT HUBS

RTA is expanding the advertising system to include transit hubs. Various industry-standard and next generation techniques may be applied to these assets as recommended by the contractor. Transit hubs are facilities that may provide transit options by multiple mode, multiple carriers, and multiple service. The proposer may recommend traditional, new media, or new technology advertising for potential revenue at these Transit hubs:

- **Main Library** (Interim Downtown Hub) is a temporary outdoor bus transit hub, it was opened in 2022 after implementing a major bus route network redesign. The contractor may recommend traditional, new media, or new technology advertising for potential revenue at this transit hub location, subject to rules and regulations for advertising on City-owned property.
- **Canal-Cemetaries Transit Hub** is an outdoor transit hub, it was opened in January 2018. The contractor may recommend traditional, new media, or new technology advertising for potential revenue at this transit hub location.
- **Lake Forrest Hub** future site to be determined.
- **Downtown Transit Center** future site to be determined.
- **Future Transit Hubs** as plans are developed these sites will be evaluated and considered for advertising opportunities.

17.6. STATIC ADVERTISING

While RTA has relied on static advertising in the past, moving forward static advertising shall gradually be phased out and replaced with digital advertising where applicable within five (5) years of the Contract.

However, prominence and domination techniques may still be utilized as desired by market demand.

RTA is seeking to replace static advertising displays in applicable locations with streamlined digital displays to improve platform appearance and transit rider experience, as well as to provide flexibility for advertising and customer information displays. Accordingly, static



advertising should be seen as an interim advertising method that will be replaced with high quality digital displays at locations throughout the transit system.



The Contractor shall work with RTA to develop a phase-out plan for static advertising.

17.7 FACILITIES BUILDINGS

RTA Facilities currently do not have advertising system-wide. There are four facilities owned by RTA. Those property facilities owned by RTA are listed below.

- A. Philip Randolph located at 2817 Canal Street
- East New Orleans
- Willow Streetcar Barn
- Napolean Facility

The contractor shall propose a holistic advertising plan for Facility Buildings solely owned by RTA. The contractor may recommend traditional, new media, or new technology advertising for the exteriors. RTA wishes to maximize capital assets to generate revenue but understands some properties may not be suitable for advertising due to location and/or lack of demand.

Proposals for incorporating advertising shall be reviewed by RTA departments. Station site visits with RTA and Contractor, and others, may be required to evaluate proposed advertising locations and shall be at the discretion of RTA.

ADVERTISING ON RTA FACILITIES IS AN OPTIONAL DELIVERABLE

- The Contractor shall perform all services to obtain the necessary permits, approvals, and any other entitlements required to develop, design, install, maintain, and sell out of home advertising on RTA property in accordance with local governing jurisdiction.

17.7.1. GUIDELINES FOR ADVERTISING PLACEMENT ON FACILITY BUILDINGS

- Do not inhibit functional use, operation, and maintenance of building or facility; existing informational signage, wayfinding, safety, and branding elements.
- Do not block any site lines that may cause security conditions and obscure visibility to users, transit vehicle operators, security personnel and the public.

XVIII. EVALUATION

18.1 PROPOSAL STRUCTURE

18.1.1 RFP Submission Checklist for Exclusive Right to Market Advertising Space



- **EXECUTIVE SUMMARY**
 - Brief overview of your company, team expertise, and qualifications.
 - Key highlights of the proposal including innovative approaches and potential revenue strategies.

- **COMPANY OVERVIEW**
 - History and background of the company.
 - Overview of team expertise and organizational structure.
 - Financial stability and key personnel involved in the project.
 - DBE and/or SBE certifications.

- **EXPERIENCE AND REFERENCES**
 - Demonstrated experience with similar projects (specifically public transit advertising).
 - Client references and case studies from previous similar contracts.

- **PROPOSAL FOR ADVERTISING SYSTEMS**
 - Detailed proposal for **On-Vehicle Advertising, Digital System Advertising, Ferry System Advertising, RTA Shelter Advertising, Property Advertising**, and other systems (optional deliverables).
 - Explanation of design, installation, maintenance, and innovation strategies.

- **SALES AND MANAGEMENT APPROACH**
 - Sales efforts and strategy, including prospecting, customer retention, and upselling.
 - Account management strategies.
 - Revenue reporting approach and transparency measures.

- **TECHNICAL CAPABILITIES**
 - Outline of technical capabilities for managing digital advertising and supporting infrastructure.
 - Proposals for integration of digital screens, geo-targeted advertising, mobile-based ads, and other next-generation advertising solutions.

- **WORK PLAN & SCHEDULE**
 - Detailed work plan including phases of installation, testing, operation, and maintenance.



- Timeline for key milestones, including site visits and pilot programs.
- **REVENUE MODEL**
 - Financial proposal, including:
 - **Minimum Annual Guarantee (MAG)** payments.
 - **Revenue Share** model.
 - Pricing strategy for different types of advertisements.
 - Payment schedule (monthly and yearly reconciliation).
 - Optional provisions for additional revenue opportunities like digital or real-time geo-targeted ads.
- **REQUIRED REPORTS AND AUDIT INFORMATION**
 - Monthly reporting plan for revenues, billing, and ad inventory.
 - Audit compliance details.
 - Submission of monthly client lists, billing reports, and ad contracts.
- **INNOVATION AND STRATEGY**
 - Strategy for introducing next-generation digital advertising (e.g., augmented reality, 3D, holographic displays, interactive kiosks).
 - Proposals for pilot programs and innovation-driven ad formats.
- **FINANCIAL AUDITS**
 - Procedures for conducting annual performance audits and reconciliation of payments.
 - Access to advertising inventory management systems for audit purposes.
- **LICENSING AND PERMITS**
 - Plan for managing necessary permits and approvals for advertising installations.
 - Compliance with local regulations and safety standards.
- **SAFETY AND COMPLIANCE**
 - Outline safety management procedures and compliance with RTA safety guidelines.
 - Documentation of safety policies and processes to prevent risks during installation and operations.
- **SUBCONTRACTOR INFORMATION**



- Information on any subcontractors involved, including their roles and responsibilities.
- **INSURANCE AND LIABILITY**
 - Proof of required insurance coverage, as specified in the RFP.
 - Liability and indemnification agreements.
- **VENDOR QUALIFICATIONS AND EVALUATION CRITERIA**
 - Ensure all required qualifications are met:
 - Experience in transit or public sector advertising.
 - Demonstration of ability to generate significant revenue.
 - Innovative ideas aligning with RTA's goals.
 - Demonstration of alignment with RTA's mission and cultural values, including community engagement and sustainability.
- **OPTIONAL DELIVERABLES**
 - Proposal for digital systems for on-vehicle, ferry, shelter, and property advertising.
 - Recommendations for mobile or next-generation advertising formats (e.g., augmented reality, geo-targeted ads).
 - Proposals for advertising on RTA facility buildings and digital signage in hubs or platforms.

18.2 METRICS AND KPIS TO EVALUATE PROPOSALS

18.2.1. Revenue Generation

- **KPI:** Percentage increase in total advertising revenue year-over-year.
- **KPI:** Percentage of available ad space sold.

18.2.2 INNOVATION AND TECHNOLOGY ADOPTION

- **KPI:** Number of innovative ad solutions implemented (e.g., digital screens, mobile integration).
- **KPI:** Time taken to roll out new technologies (pilot vs. full deployment).

18.2.3 CUSTOMER SATISFACTION

- **KPI:** Rider feedback on advertising (surveys measuring rider perceptions of ads as intrusive or engaging).
- **KPI:** App engagement rates (if the Le Pass app is used for ad delivery).

18.2.4 SAFETY AND COMPLIANCE



- **KPI:** Number of safety incidents related to ad placement.



- **KPI:** Compliance rate with local advertising ordinances and RTA's branding and safety requirements.

18.2.5 VENDOR PERFORMANCE

- **KPI:** Compliance with the "no empty spaces" policy.
- **KPI:** Timeliness of ad removal for expired content (target: within five days of expiration).

18.3 VENDOR QUALIFICATIONS AND EVALUATION CRITERIA

18.3.1. Vendor Qualifications and Requirements: (30 points)

- Company Overview: Provide a comprehensive overview of your company, including its history, team expertise, and financial stability. (10 points)
- Experience and References: Provide your company's experience with similar projects, particularly with public transit authorities or in the public sector, along with references from past clients. (10 points)
- Technology and Infrastructure: Provide technological capabilities for managing digital advertising and analytics, as well as their infrastructure for supporting physical ad placements. (10 points)

18.3.2. PROPOSAL SUBMISSION GUIDELINES: (30 POINTS)

- Proposal Format: Proposal, including any mandatory sections such as executive summary, technical approach, and financial proposal. (10 points)
- Budget and Pricing: Include pricing information, pricing strategies for different types of advertisements, and any upfront costs or minimum guarantees. (10 points)
- Innovative Ideas: Please include innovative ideas and approaches in proposal, such as digital transformation initiatives, community engagement advertising, or sustainability-focused advertising options. (10 points)

18.3.3. EVALUATION CRITERIA: (40 POINTS)

- Experience and Expertise: Weighting will be given to vendors with significant experience in advertising sales for public transit or similar sectors, and a deep understanding of the local market. (10 points)
- Innovation and Strategy: Assess the vendor's ability to bring innovative ideas and effective strategies that align with RTA's goals. (10 points)
- Financial Proposal: Consideration of the vendor's financial proposal, focusing on the value for money and potential revenue generation. (10 points)



- *Cultural and Mission Alignment:* Evaluation of how well the vendor’s approach aligns with RTA's mission and values, including community involvement, sustainability, and DBE/SBE certifications. (10 points)