

# Request for Proposals

## DOWNTOWN DEVELOPMENT DISTRICT OF THE CITY OF NEW ORLEANS

Safe Streets for All Supplemental  
Transportation Safety Action Plan  
RFP #2026 – 20 – 01



**Downtown Development District  
201 St. Charles Avenue, Suite 3912  
New Orleans, LA 70170  
(504) 561-8927**

**RFP Release Date: September 18, 2026  
Proposal Submission Deadline: October 28, 2026**

PUBLIC NOTICE

REQUEST FOR PROPOSALS

Downtown Development District  
of the City of New Orleans

Safe Streets for All Supplemental Transportation Safety Action Plan  
RFP #2026 - 20 - 01

The mission of the DDD is to drive the development of Downtown New Orleans and be the catalyst for a prosperous, stimulating, innovative heart of the Crescent City.

Notice is hereby given that a Request for Proposals for the Safe Streets for All Supplemental Transportation Safety Action Plan for the DDD. Proposals will be received by the Downtown Development District of the City of New Orleans (DDD) located at 201 Saint Charles Ave, Ste. 3912, New Orleans, LA, 70170 until October 28, 2026, at 2:00 pm, central time or via electronic manner to [rpastorek@downtownnola.com](mailto:rpastorek@downtownnola.com)

For more information send name, address, phone number and email address to René Pastorek, Chief Economic Development Officer at [rpastorek@downtownnola.com](mailto:rpastorek@downtownnola.com)

The DDD reserves the right to accept or reject any and all items or portions of items received.

Seth Knudsen  
President & CEO

## **REQUEST FOR PROPOSALS**

### **DOWNTOWN DEVELOPMENT DISTRICT OF THE CITY OF NEW ORLEANS**

Safe Streets for All Supplemental Transportation Safety Action Plan  
RFP #2026 - 20 - 01

#### **TABLE OF CONTENTS**

- I. Request for Proposals
- II. General Instructions
- III. Scope of Work
- IV. Contract Requirements
- V. DBE Compliance Requirements
- VI. Documents Incorporated by Reference

#### **EXHIBITS AND ATTACHMENTS**

Exhibit “A” - Qualifications for Award  
Exhibit “B” - Required Services/Scope of Work  
Exhibit “C” - Reporting Requirements  
Exhibit “D” - Contract Documents

Attachment “1” - Proposer’s Guarantee  
Attachment “2” - Proposer’s Warranty  
Attachment “3” - Non-Collusion Statement  
Attachment “4” - Proposer’s Affidavit  
Attachment “5” - Qualification Form  
Attachment “6” - Proposal Form  
Attachment “7” – Additional Contract Documents per Federal Award

## **REQUEST FOR PROPOSALS**

The Downtown Development District (“DDD”) invites a response from a professional corporation, partnership, or an individual or team possessing the qualifications to perform the certain services set forth in Exhibit “B,” attached hereto and made part hereof.

RFP respondents are hereby notified that a complete proposal shall consist of the following: an itemized price estimate for the work outlined in Section III, and Exhibit “B” (Scope of Work), acknowledgment of any amendments, and completed and signed Proposer Guarantees, Proposer Warranties, Non-Collusion Statement, Proposer’s Affidavit, Qualification Form, and Proposal Form, (Attachments 1-6); resumes, curriculum vitae, or biographies of staff proposed to provide services to the DDD; brief description of plan for servicing DDD’s needs as described in the Scope of Work, including staff assignments; and responsibilities; a description of the firm; firm history and client list; at least three (3) prior client references and contact info; and at least three (3) examples of prior engagements. Should a respondent fail to furnish a complete proposal, as determined by DDD, the proposal may be rejected. Additionally, should a respondent take exception to the requirements or specifications provided herein, without prior DDD approval, its proposal shall be rejected. No quote, proposal, statement of qualifications or bid shall be accepted later than the deadline published in the quote, request for proposals, request for qualifications or request for bids. The timely submittal of quotes, proposals, statements of qualifications or bids shall be ascertained and recorded upon either physical delivery to the DDD’s office located at 201 Place St. Charles, St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170 or via electronic mail to [rpastorek@downtownnola.com](mailto:rpastorek@downtownnola.com).

During the period between the issuance of this RFP and the proposal due date and time, oral interpretation of the requirements is not allowed and will not be discussed with prospective Proposers. All questions and requests for interpretation of the RFP must be submitted via email [rpastorek@downtownnola.com](mailto:rpastorek@downtownnola.com). The deadline for receipt of questions is **Friday, October 16<sup>th</sup>, 2026 at 2:00 PM central time.**

DDD will attempt to answer questions that are submitted in writing prior to the due date and time. Responses to questions will be issued via addenda and posted on the DDD website.

## **II. GENERAL INSTRUCTIONS**

### **1. DEFINITIONS**

- A. “RFP” shall refer to the entire set of documents associated with this Request for Proposals including but not limited to these Specifications, the Respondent’s Guarantees, the Respondent’s Warranties, and the Non-Collusion Statement as well as any addenda to the aforementioned.
- B. “DDD” shall refer to the entity known as the Downtown Development District of New Orleans and, where the context speaks of approval of the DDD, such approval is

understood to be manifested by authorization of the Downtown Development District or its duly authorized representatives.

- C. “Disadvantaged Business Enterprise” or “DBE” means business entity that is owned and controlled by socially and economically disadvantaged persons who hold at least a 51% equity interest in the entity such that the business entity’s ability to compete in the business world has been restricted due to industry practices and/or limited capital and or restricted credit opportunities that are beyond its control. Any firm desiring to participate in the DDD DBE Program must first be certified as DBE by the City of New Orleans, the State of Louisiana Unified Certification Program (LAUCP), Sewerage and Water Board of New Orleans (“S&WB”), the Louis Armstrong New Orleans International Airport, or the Housing Authority of New Orleans (“HANO”) and Economically Disadvantaged Business (EDB), and shall thereafter be considered as a certified DBE by the DDD.
- D. “DBE Prime” shall mean that, with respect to seeking a particular DDD contract, one or more DBEs will perform in excess of 50% of the contract through its own forces and will share an amount of the monetary contract award equal to the work performed by the DBE(s). For example, if (a) a DBE will perform 65% of the work for a particular DDD contract with its own forces and will receive 65% of the contract remuneration and (b) the other 35% of the work will be performed by a non-DBE and the non-DBE will receive the remaining 35% of the contract remuneration, the contract would be considered as having been performed by a DBE Prime.
- E. “District” shall refer to the area known as the Downtown Development District which is bound by the Mississippi River, the Pontchartrain Expressway, Claiborne Avenue, and Iberville Street.
- F. “Contractor” shall refer to the respondent selected by the DDD to provide the services set forth herein.
- G. “Contract” shall refer to the contract for the services set forth herein as executed between the Contractor and the DDD pursuant to the RFP and the Contractor’s Response.
- H. “Change Order” shall refer to any written modification of the Contract signed by the DDD and the Contractor.

## 2. REQUESTS FOR PROPOSALS

Request for Proposals will be received at the office of the DDD, 201 St. Charles Avenue, Suite 3912, New Orleans, Louisiana 70170, until the **28<sup>th</sup> of October, 2026 at 2:00p.m. central time** or via electronic mail to [rpastorek@downtownnola.com](mailto:rpastorek@downtownnola.com)

## 3. QUALIFICATION PERIOD

Submittals must remain valid until the DDD executes the Contract for the services herein, but this period shall not exceed 120 days from the request for proposals due date.

4. GUARANTEE

Each RFP respondent must submit a fully completed and executed Respondent's Guarantee, attached hereto and made part hereof as Attachment "1".

5. WARRANTY REQUIRED

Each respondent must submit a fully completed warranty, attached hereto and made part hereof as Attachment "2." The DDD reserves the right to disqualify any respondent, who, in the DDD's opinion, does not have adequate qualifications to fulfill the Contract.

6. INSURANCE CERTIFICATES

All respondents must be able to provide proof of insurance as set forth herein at Section IV, Subsection 5 and Attachment "2."

7. NON-COLLUSION STATEMENT

Each Proposer must submit completed and executed non-collusion statement, attached hereto and made part hereof as Attachment "3."

8. AFFIDAVIT

Each Proposer must submit a fully completed and notarized Proposer's Affidavit attached hereto and made part hereof as Attachment "4."

9. QUALIFICATION FORM

Each Proposer must submit a fully completed Qualification Form, attached hereto and made part hereof as Attachment "5." The DDD reserves the right to disqualify any Proposer, who, in the DDD's opinion does not have adequate qualifications to fulfill the Contract.

10. PROPOSAL FORM

Proposals must be made upon the Proposal Form, attached hereto and made part hereof as Attachment "6." For a proposal to be considered, the Proposer must submit a fully completed Proposal Form, together with a proposed work schedule, if applicable, as set forth in this Request for Proposals. The Proposer shall submit only one (1) proposal.

11. RESPONSIBILITY TO EXAMINE PROPOSAL

Proposers shall carefully examine all of the requirements of this RFP and shall evaluate all of the circumstances and conditions affecting the scope of work and their proposal. Failure on the part of any Proposer to make such examination and to investigate the District thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions and requirements of this RFP.

12. WRITTEN AND ORAL EXPLANATIONS

Should a Proposer find a discrepancy in or an omission from this RFP or should he be in doubt as to any meaning therein, the Proposer shall at once notify the DDD in writing. Upon submission of the aforesaid notice to the DDD, the DDD will send written instructions to all Proposers via addendum. Any such notice from a potential Proposer must be received by the DDD **within five (5) days from the 1<sup>st</sup> day that this RFP is advertised, which would be by close of business on September 29<sup>th</sup>, 2026.** The DDD will not be responsible for any oral instructions.

13. ADDENDA

The DDD reserves the right to amend the instructions, general and special conditions, scope of services, and specifications of this RFP up to the deadline for submittal of statements of qualifications. Addenda will be issued and posted on the DDD website. Where such amendments require significant changes in the scope of services, the date set for submitting statements of qualifications may be postponed by such number of days as in the opinion of the DDD shall enable prospective respondents to revise statements of qualifications; provided, however, that, if the necessity arises to issue an addendum modifying the scope of services or specifications within the five (5) calendar day period prior to the advertised time for the submittal of proposals, the submittal of proposals shall be extended one (1) week. Addenda shall be a part of the RFP and the Contract, and receipt of all addenda shall be acknowledged in the Proposal Form by each respondent.

14. ANALYSIS OF PROPOSALS RECEIVED

The DDD reserves the right: (A) to analyze the proposals on the basis of all materials submitted and (B) to investigate thoroughly the experience and record of each respondent, with the award being based upon the comparative qualities above-mentioned and other information provided by each respondent.

15. REJECTION OR UNACCEPTABLE PROPOSALS

The right is reserved by the DDD to waive any irregularities in any statement of qualifications, to reject any or all statements of qualifications, to cancel this RFP in whole or in part at any time, and to contract with one or more respondents which, in the judgment of the DDD, are deemed the most advantageous for the DDD. Any Proposal, which is incomplete, obscure, or which contains irregularities of any kind, may be

rejected. Conditional statements of qualifications, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

The DDD reserves the right to reject any Proposal from a person, firm or corporation which is in arrears or is in default to the DDD, on any debt or contract, or which has defaulted as surety or otherwise, upon any obligation to the DDD, or has failed to perform faithfully the obligations of any previous contract with the DDD.

16. CONTRACT REQUIRED

The successful respondent shall be required to enter into a contract with the DDD within ten (10) days after being notified of award.

17. COOPERATION WITH ALL PARTIES

Respondents are hereby made aware of the necessity for the successful respondent to cooperate in all ways possible with the DDD and its representatives.

18. QUALIFICATIONS FOR AWARD

Award of this contract shall be based on the rating of criteria prescribed by the DDD, which may include, but not be limited to the criteria set forth in Exhibit "A," attached hereto and made part hereof.

19. PROPOSAL WITHDRAWAL

Prior to the date and time set for the proposal opening, proposals may be modified or withdrawn by the Proposer's authorized representative in person or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his own identity known and shall sign a receipt for the proposal. Written notices shall be received at the DDD office no later than the exact date and time scheduled for the proposal opening. After the proposal opening, proposals may not be withdrawn for a period of one-hundred twenty (120) calendar days.

20. PERMITS AND LICENSES

The successful Proposer is responsible for obtaining any permits required to perform services specified in this RFP, as applicable. In addition, all work shall be accomplished in accordance with all appropriate codes and regulations and performed by licensed companies, if and as required.

21. PROCUREMENT POLICY

This RFP is and does conform to the guidelines set out by DDD's Procurement Policy. All RFP proposals will be evaluated according to those guidelines.

### **III. SCOPE OF WORK**

1. **General Scope of Work.** The DDD requests that the Proposer act as an Independent Contractor (“Contractor”) to perform the services set forth in Exhibit B, attached hereto and made part hereof.
2. **Price.** The price estimate for the work outlined in this Section III, is itemized and described in Exhibit “B”, attached hereto and made part hereof.
3. **Quality of Work.** The Contractor shall provide the services required herein in a workmanlike and professional manner, shall conform to professional and industry standards, and if applicable, shall keep all areas in a clean, orderly and safe condition, and satisfactory to the DDD at all times. The Contractor agrees to be bound by all applicable Federal, State, Parish and Municipal laws, ordinances and regulations to the same extent as if said requirements were expressly written herein.
4. **Supplies.** The Contractor shall bear at its own expense all cost of operating business and furnishing any maintenance services and shall pay costs connected with the fulfilling of this Contract. The Contractor will be required to supply and furnish at its sole cost any and all supplies to be used in the furtherance of properly executing any maintenance services provided herein, as applicable.
5. **Safety Regulations.** The Contractor shall comply with the Occupational Safety and Health Act of 1970 (as amended) as well as other applicable Federal and State safety regulations.
6. **Reporting Requirements.** The Contractor shall provide reports at a time specified by the DDD, as provided in Exhibit “C”, attached hereto and made part hereof. These reports shall include the information requested by the DDD as set forth in this RFP.
7. **Deliverables.** The Contractor shall provide the DDD with deliverables as specified in, and in accordance with the schedule set forth in Exhibit “B,” attached hereto and made part hereof.

### **IV. CONTRACT REQUIREMENTS**

#### **1. CONTRACT DOCUMENTS**

The documents described in Exhibit “D.” attached hereto and made part hereof, shall be components of the Contract to be executed between the Contractor and the DDD.

#### **2. CONTRACT TERM**

The Contractor shall be retained under a written agreement for an initial term of one (1) year. The DDD reserves the right, at its sole discretion, to extend the contract for additional

terms and/or expand the scope of services subject to satisfactory performance and budget availability. The contract may be extended in one (1) one-year increment upon notice to the Contractor.

3. CANCELLATION FOR CONVENIENCE/BY MUTUAL AGREEMENT

- A. **For convenience.** The performance of services under this Contract may be terminated by the DDD in whole or in part, with 60 days notice, whenever the DDD shall determine that such termination is in the best interest of the DDD. Any such termination shall be effected by delivery to the Proposer of a notice of termination specifying the extent to which performance of services under the contract is terminated and the date upon which such termination becomes effective.
- B. **For cause.** The DDD shall have the right to cancel this Contract immediately if the Contractor fails to fulfill any of the requirements, terms, or conditions of this Contract as determined by the DDD. The DDD may terminate this Contract in whole or part by written notice of default to the Proposer if the Proposer fails to perform the services specified herein and does not cure such failure within a period of ten (10) days (or such longer period as the DDD may authorize in writing) after receipt of notice from the DDD specifying such failure. If the contract is terminated in whole or in part for default, the DDD may procure similar services upon such terms and in such a manner as herein specified. The Proposer shall be liable to the DDD for any excess costs for such similar services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- C. **By mutual agreement.** This contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties.

4. DEFAULT/TERMINATION

The DDD may, by written notice of default to the respondent, terminate the whole or any part of this contract if the respondent fails to perform the services specified herein and does not cure such failure within a period of ten (10) days (or such longer period as the DDD may authorize in writing) after receipt of notice from the DDD specifying such failure.

If the contract is terminated in whole or in part for default, the DDD may procure similar services upon such terms and in such manner as herein specified. The respondent shall be liable to the DDD for any excess costs for such similar services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Upon the termination of this Contract, through expiration or otherwise, the Contractor shall aid the DDD in all ways possible for continuing to furnish the services covered by this

Contract on the same terms and conditions until a new contract takes effect, if the DDD desires such a continuance.

5. INSURANCE AND INDEMNITY

The Contractor shall defend, indemnify and save harmless the District against any and all claims, demands, suits, and judgments made or owing to any parties, as well as the costs, attorneys fees, legal interest, and any other expenses associated therewith, resulting from or by reason of any negligent or intentional act or omission or negligent or intentional operation of work of the Contractor, its agents, servants, subcontractors or employees, while engaged upon or in connection with the services required of or performed by the contractor under the terms of this Contract, and thereafter.

The Contractor shall maintain, with insurance underwriters satisfactory to the DDD, a standard form policy or policies of insurance in such amounts as set forth below protecting the Contractor and the DDD against public liability for personal injury and property damage, and Workmen's Compensation and Employer's Liability.

- A. General Liability
  - a. \$1,000,000 per occurrence
  - b. \$2,000,000 Aggregate
  - c. Additional Insured and Waiver of Subrogation in favor of the DDD and the City of New Orleans. Documentation must be supplied to DDD.
- B. Professional liability coverage in the amount of \$1,000,000;
- C. Automobile liability coverage, including hired and non-owned vehicles in the amount of \$1,000,000;
- D. Workers' Compensation coverage in the following amounts:
  - a. \$100,000 for each accident
  - b. \$100,000 for employee disease
  - c. \$500,000 for each policy limit disease
- E. Insurance Company Rating  
Insurance carriers must have A.M. Best rating of at least A VII. Documentation must be supplied to DDD.
- F. Contractor shall provide the DDD and the City of New Orleans with certificate(s) of insurance, evidencing the aforesaid coverage.

The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine and that the terms and conditions agreed to are binding upon the parties. Upon the Agreement being accepted, both parties will validate copies of the facsimile forthwith.

The contractor hereby consents to and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on account of residence other than in the Parish of Orleans.

To ensure that the selected respondent will be able to furnish the required insurance at the signing of this Contract, it is hereby required that all respondents must have these coverages currently in force for their present business operations and proof of this present coverage must be provided to the DDD with any statement of qualifications that is submitted.

6. ASSIGNMENT OF CONTRACTS

No portion of this contract may be assigned, transferred, or subcontracted without the prior written approval of the DDD. If allowed to subcontract, no subcontractor may be replaced without the prior written approval of the DDD.

7. PAYMENTS FOR SERVICES

The DDD will pay for services rendered under this Contract in accordance with its normal accounting procedures. No payments will be made until after the services have been rendered. To be paid under this Contract, the Contractor shall at the time of delivery of deliverable send a detailed bill for the services rendered to: Accounts Payable, Downtown Development District, 201 St. Charles Ave., Suite 3912, New Orleans, LA 70170 or via electronic means to: [dddaccountspayable@downtownnola.com](mailto:dddaccountspayable@downtownnola.com).

The Contractor should not expect to receive its payment until four (4) weeks after the Contractor's billings have been approved by the DDD. In this regard, it is imperative that the Contractor be financially sound and able to fund operations under this Contract for at least two (2) months from its own resources.

Under no circumstances shall the above referenced delay in payments by the DDD be considered as just cause for the Contractor to not furnish the services required herein.

8. TAXES

Contractor shall pay any charges or taxes assessed and/or levied upon this Contract, upon the performance of these services by the Contractor, upon any real property used by the Contractor located within the District or elsewhere, or upon the contractor due to the operation of its business under this Contract.

9. NON-WAIVER

Any waiver or any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the DDD from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

10. NOTICE/COMMUNICATIONS

Notice under the Contract shall be sent as follows:

To District: Seth Knudsen  
President & CEO  
Downtown Development District of New Orleans  
201 St. Charles Avenue, Suite 3912  
New Orleans, Louisiana 70170

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Communications in connection with this contract shall be in writing and shall be delivered personally, by facsimile or by regular, registered or certified mail addressed to the DDD and the respondent. Telephone calls may be used to expedite communications but shall not be official unless confirmed in writing.

Communications shall be considered received at the time actually received by the designated representative of the DDD and/or the respondent.

11. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought to enforce compliance with the Contract or for failure to observe any of the covenants of the Contract, Contractor agrees to pay the DDD such sums as are reasonable and necessary as attorney's fees and costs to pursue said suit, action or proceeding.

12. EQUAL EMPLOYMENT OPPORTUNITY

In connection with this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, handicap, color or national origin. The Contractor shall make every effort to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, color, handicap, sex, or national origin. Such action shall include but not be limited to the following: recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

13. CONFLICT OF INTEREST

No employee, officer or agent of the DDD shall participate in the selection or in the award or administration of this contract if a conflict of interest, real or apparent, is involved. See Attachment "3" Non-Collusion Statement.

14. STATUS OF CONTRACTOR AND ITS EMPLOYEES

For all purposes, the Contractor shall be considered an independent contractor as defined in R.S. 23:1021 (6), and, as such, the DDD 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 DDD for the purpose of workers' compensation coverage.

15. APPLICABLE LAW

This contract shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Louisiana. The Contractor shall comply with all applicable laws of the State of Louisiana, the United States and local ordinances.

16. AUDIT AND INSPECTION OF RECORDS

The respondent agrees that the DDD, or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records with regard to the work, and to audit the books, records, and accounts with regard to the work. Further, respondent agrees to maintain all required records for at least three (3) years after DDD has made final payment and all other pending matters are closed.

17. CONFIDENTIALITY

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

18. DAMAGE OR DESTRUCTION OF AREAS

Neither party to this contract shall be responsible to the other party hereto for any delays or failure to perform caused by circumstances beyond the immediate control of the party prevented from performing, including but not limited to strikes, acts of God, and severe fuel, power, labor or material shortages.

19. BROKERAGE FEE

The Contractor warrants that he has not employed any person to solicit or secure this Contract upon an arrangement for commission, percentage, brokerage or contingent fee.

Breach of this warranty shall give the DDD the right to terminate the Contract or, at the discretion of the DDD, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or commissions secured or made through Bonafide established commercial or selling agencies maintained by the Contractor. No employee of the DDD shall be permitted to share any part of this Contract or any benefit that may arise from, and any Contract made by the DDD in which any such employee shall be personally interested shall be void, and no payments shall be made thereon by the DDD or any officers thereof, but this provision shall be construed to extend to this Contract if made with a corporation for its general benefit.

**V. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**  
**COMPLIANCE REQUIREMENTS**

1. In accordance with federal grant guidelines, there is no DBE requirement for this solicitation.

DDD, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **Exhibit “A”**

### **QUALIFICATIONS FOR AWARD**

The President and Chief Executive Officer of the DDD will establish the Selection Committee with relevant subject-matter expertise in reviewing and evaluating responses to a solicitation.

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (pass/fail basis), from which final selection for contract award will ultimately be made.

Stage II of the evaluation process will be reserved for firms included in the competitive range only and will be the basis for ultimate contract award. Scoring, defined on page 18 of this RFP, will be based upon how well the proposal meets the criteria established in this RFP. During Stage I of the evaluation process, proposals will be evaluated and scored by a Selection Committee. There is a maximum of ninety (90) points to be earned in Stage I. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion as defined in this RFP. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process will entail interviews and/or presentations with the respondents included on the short list. There is a maximum of ten (10) points to be earned during Stage II. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of the DDD’s requirements with respect to this RFP, promote the understanding of the respondents’ proposals, and to arrive at agreeable contract terms.

Therefore, the Proposer’s total score is calculated by the following: Stage I Score + Stage II Score = Total Score.

DDD will award a contract(s) resulting from this solicitation to the proposer responsible whose offer, conforming to the solicitation, will be most advantageous, technical, and other factors specified herein considered.

Award of this contract shall be based on the rating of criteria prescribed by the DDD as set forth below:

## Stage I Scoring: Proposal Submission

Only firms receiving a minimum of seventy-five (75) points will be invited to advance to Stage II for an interview.

- |    |                                                                       |    |
|----|-----------------------------------------------------------------------|----|
| 1. | Background/General Qualifications                                     | 30 |
|    | a. Experience and training of principal and staff                     |    |
|    | b. Years in business                                                  |    |
|    | c. Similar work products                                              |    |
|    | d. Expertise in transportation planning and safety                    |    |
| 2. | Approach to Providing Proposed Scope of Services                      | 20 |
|    | a. Evidence that the proposer is capable of providing services        |    |
|    | b. Quality of proposed staffing and work plan                         |    |
|    | c. Demonstrated knowledge of the characteristics and needs of the DDD |    |
| 3. | Previous Work Examples                                                | 20 |
|    | a. Quality of previous work samples submitted                         |    |
| 4. | Budget and Resource Allocation                                        | 20 |
|    | a. Proposed allocation of staff hours by task                         |    |
|    | b. Overall efficiency and value of proposed use of project funds      |    |

|                        |           |
|------------------------|-----------|
| Total Score Stage One: | <u>90</u> |
|------------------------|-----------|

|                                                 |           |
|-------------------------------------------------|-----------|
| <b>Stage Two Scoring: Interview (10 Points)</b> | <u>10</u> |
|-------------------------------------------------|-----------|

|                                         |                   |
|-----------------------------------------|-------------------|
| <b>STAGE I + STAGE II = TOTAL SCORE</b> | <b><u>100</u></b> |
|-----------------------------------------|-------------------|

## **Exhibit “B”**

### **REQUIRED SERVICES/SCOPE OF WORK**

The Downtown Development District (DDD) has received federal grant funding from the United States Department of Transportation Federal Highway Administration to develop a Supplemental Transportation Safety Action Plan for Downtown New Orleans (supplemental to New Orleans’ Citywide Comprehensive Safety Action Plan). The project budget will not exceed \$187,500 and is fully allocated towards professional services expenditures to complete this plan.

The proposed Downtown New Orleans Supplemental Transportation Safety Action Plan will build on the City of New Orleans’ ongoing Citywide Comprehensive Safety Action Plan by applying it at a finer, downtown-specific scale. The project will develop a sub-area High Injury Network, conduct Road Safety Audits on the five most dangerous corridors, and identify high-impact safety countermeasures with preliminary scopes and cost estimates, positioning the DDD and/or the City to be shovel-ready for implementation.

The supplemental plan will also provide an opportunity to conduct deeper community engagement around projects already identified in the Citywide Comprehensive Safety Action Plan or other existing planning efforts, particularly where implementation intersects with major complementary initiatives such as the BioDistrict/Tulane University Streetscape Improvements and the Canal Street Renaissance Initiative. These concurrent efforts create opportunities to refine project priorities, coordinate implementation, and ensure community input informs both existing citywide recommendations and new downtown-specific projects. The resulting corridor-level project list and implementation recommendations will be incorporated into the Citywide Comprehensive Safety Action Plan, delivering targeted safety improvements with regional benefits. The project will be completed in one phase.

### **Narrative**

New Orleans’ Central Business District impacts many residents of and visitors to the region, beyond those who directly live there. It is the largest employment center in the state, with an estimated 131,700 people traveling to or through the area daily, and over 35 million visits downtown per year.<sup>1</sup>

In terms of safety impact, the downtown area represents a disproportionate share of serious injuries and fatalities relative to population (even as the population and number of housing units have increased rapidly in recent years), highlighting the outsized role this area plays as the heart and activity hub of the region. Within the jurisdictional boundaries of the Downtown Development District, an area somewhat smaller than the three census tract area for which population is calculated, there were 14 total fatalities between 2017 and 2021, representing a fatality rate approximately four times the citywide average at 43.3 per 100,000 population. In addition, there were 118 crashes involving serious injuries. Among these incidents, seven fatal crashes and 24 serious injury crashes involved pedestrians, and 12 serious injury crashes

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<sup>1</sup> Placer.ai: Location Intelligence & Foot Traffic Data

involved bicyclists, indicating particular safety concerns for vulnerable road users within this bustling, multi-modal area.

New Orleans' Citywide Comprehensive Safety Action Plan, developed a robust framework and tools for analysis, and identified some high-priority corridors as part of the citywide High Injury Network but is constrained and thus is not expected to represent an exhaustive review of network needs. The proposed Downtown New Orleans Supplemental Transportation Safety Action Plan will leverage and build from HIN analysis results, apply the citywide analytic framework at a finer geographic scale (i.e. run a sliding windows model for the DDD sub-area, and review detailed crash narratives as needed) to help inform how to target innovative safety countermeasures and solutions for this critical area. For sub-area corridors identified as top HIN priorities (but not already addressed as priority HIN corridors in the citywide plan to avoid duplication of effort), Road Safety Audits (RSAs) will be conducted to refine potential high-impact countermeasures, positioning the DDD to be shovel-ready with preliminary scope and budget estimates for specific, high-impact projects that will expedite the design process and ultimately, solution implementation.

Second, this analysis will be corridor-focused to align with the citywide plan and will utilize new datasets under development through that effort (e.g. smartphone-based mobility data, traffic volumes and speeds etc.) but with expanded attention on the pedestrian environment and safety and supporting the needs of users with mobility impairments. The supplemental plan can ensure this data is optimized to evaluate opportunities for safety countermeasures throughout the district, rather than solely on the identified citywide HIN. Analysis of the downtown area will also include in-depth review and update of previous planning efforts conducted for downtown specifically, such as green infrastructure plans, downtown improvement plans, and addressing curb usage to optimize safety and efficiency for all users.

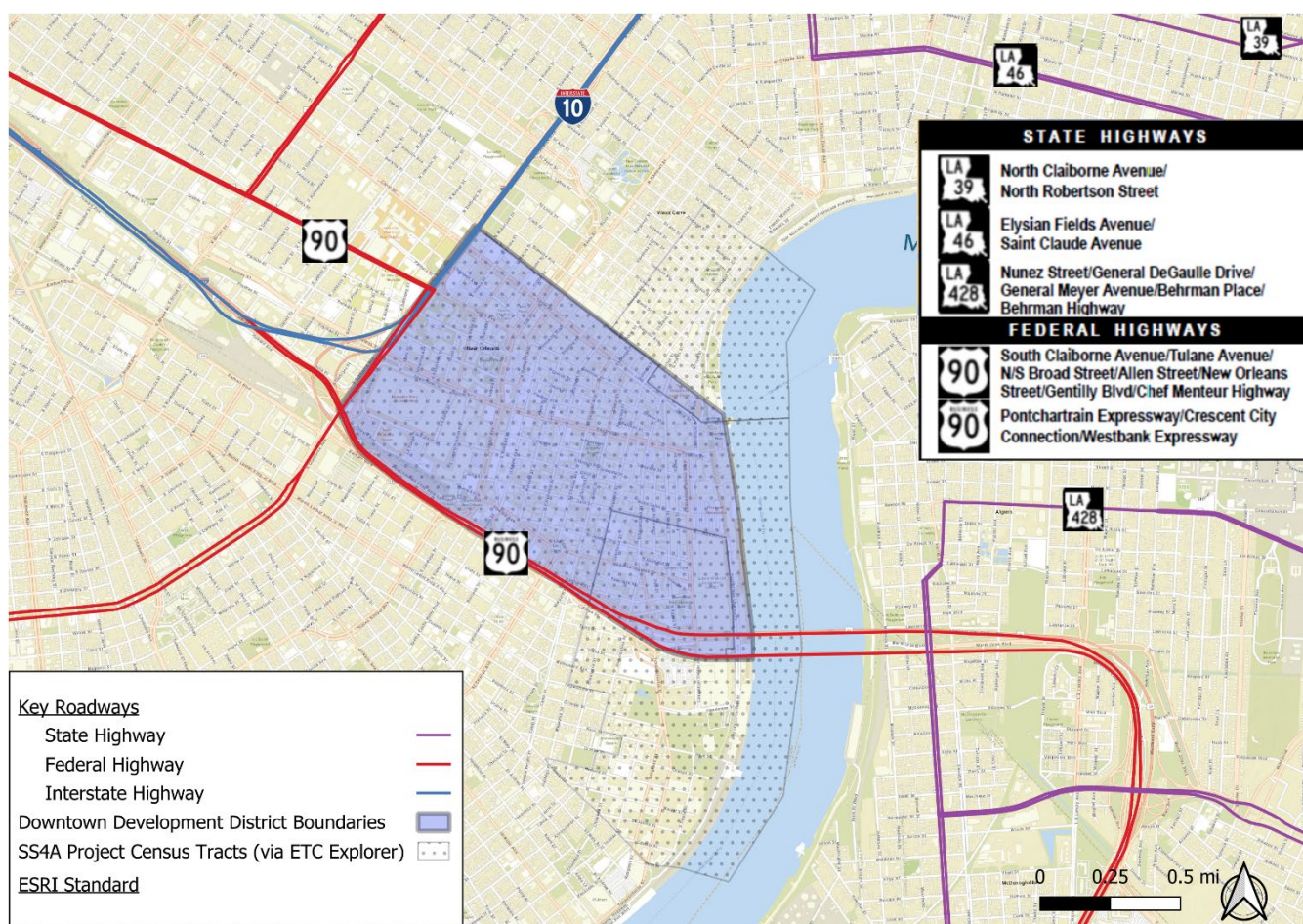
Third, this supplemental plan will support more robust community engagement. The Citywide plan is expected to support at least one community meeting per city council district, but due to budget constraints, presently has no plans for engagement specifically targeting the downtown area, which represents interests from around the city and beyond, from those who live or work downtown, to those who pass through on their daily commutes or arrive as visitors. Expanded engagement also presents the opportunity for additional targeted data collection, stakeholder visioning, and nuanced identification of community priorities. In addition to informing new downtown safety projects, this engagement will help refine and build support for projects already identified in the Citywide Comprehensive Safety Action Plan, particularly where complementary initiatives create new opportunities or implementation challenges. Findings from these activities will be used to update previous studies, coordinate related public investments, and develop a detailed capital project list with preliminary cost estimates.

Ultimately, the proposed Downtown New Orleans Supplemental Transportation Safety Action Plan will build on the vision statement and goals, as well as the policy and design guidelines developed through the citywide plan, embracing its methodology for project prioritization.

However, where the citywide plan identifies a matrix for project identification and potential countermeasures, the supplemental plan will be able to develop a detailed areawide project list, develop preliminary project scope and cost estimates, and identify potential implementation funding sources. Ultimately, the Downtown New Orleans Supplemental Transportation Safety Action Plan will be incorporated into and adopted as part of the Citywide Plan, providing a model for high-impact implementation with immediate benefits to the entire region.

## Map

The proposed Downtown New Orleans Supplemental Safety Action Plan covers the areas within the jurisdiction of the Downtown Development District of New Orleans and includes both the state and local roadway network.



## Budget

The proposed budget for the Downtown New Orleans Supplemental Safety Action Plan consists of three top-level elements:

1. Sub area High-Injury Network analysis
2. Expanded and focused sub-area analysis using new datasets
3. Outreach and engagement

### **Sub-Area High Injury Network**

The TSAP will leverage the work currently conducted for the New Orleans' Citywide Comprehensive Safety Action Plan and apply the citywide framework to the downtown area to develop a sub area High Injury Network. The downtown HIN will help inform how to target innovative safety countermeasures and solutions while positioning the DDD and/or the City to be shovel-ready with preliminary scope and budget estimates for specific, high-impact projects that will expedite the design process and, ultimately, solution implementation.

1. Identify High-Injury Network within the DDD jurisdiction using the methodology and data being employed by New Orleans Comprehensive Safety Action Plan.
2. Conduct a Road Safety Audit of the five (5) worst corridors including an assessment of possible countermeasures and solutions to address systemic safety issues.
3. Develop a list of capital projects to improve safety on the 5 worst corridors with preliminary budget estimates (based on costs of similar projects implemented in New Orleans) to combine with projects identified in the Citywide plan for a master project list.

### **Expanded Analysis and Review/Update of Previous Plans**

The DDD will utilize Placer.ai cell phone data to conduct a deeper analysis of travel patterns in the downtown area to build on the work already being done by the City of New Orleans with an expanded attention on the pedestrian environment and safety and supporting the needs of users with mobility impairments. The analysis of downtown will also include in-depth review and update of previous work done for downtown:

1. Expand analysis performed by the City of New Orleans with a focus on downtown and utilizing additional, relevant datasets.
2. Review and update of previous plans addressing travel safety, green infrastructure, neighborhood improvement, and curb usage.

### **Enhanced Outreach and Engagement**

Finally, this supplemental plan will support more robust community engagement. The Citywide plan supported at least one community meeting per city council district, but due to budget constraints, presently has no plans for engagement specifically targeting the downtown area, which represents interests from around the city and beyond. Expanded engagement also presents the opportunity for additional, targeted data collection, including but not limited to stakeholder visioning and nuanced identification of community priorities and preferences surrounding major corridors and proposed interventions like Tulane Avenue (BioDistrict / Tulane University Streetscape Improvements) and Canal Street (Mayor Moreno's Canal Street Renaissance

Initiative). Findings from these activities will be used to update and build on previous studies while also refining and advancing projects already identified in the Citywide Comprehensive Safety Action Plan. Engagement will focus both on identifying new downtown-specific safety improvements and on coordinating community input for citywide projects that intersect with major initiatives such as the BioDistrict/Tulane University Streetscape Improvements and the Canal Street Renaissance Initiative. The resulting recommendations will inform a detailed capital project list with preliminary cost estimates and implementation priorities.

1. Develop a Downtown Engagement Strategy focused on both implementation of both citywide and Downtown-specific safety projects
2. Conduct at least three (3) community design workshops to refine priority corridors and proposed safety improvements and coordinate implementation with major corridor initiatives and key institutional partners.
3. Hold stakeholder engagement events to solicit input from key employment sectors and commercial partners.

### **Exhibit “C”**

## **REPORTING REQUIREMENTS**

The Contractor shall provide complete monthly reports which shall be submitted to the DDD by the 15<sup>th</sup> day of each month.

The aforesaid reports shall include, but not be limited to the following information:

- Statement of work completed during the previous month, including hourly logs, rates, etc.
- % of work completed during the previous month for each scope item, as applicable.
- Determination of any issues affecting project schedule.

## **Exhibit “D”**

## **CONTRACT DOCUMENTS**

The following documents shall be components of the Contract to be executed between the Contractor and the DDD:

- Contract for Professional Services
- Any authorized Amendment(s) to Contract
- Any authorized Change Orders
- Specifications
- Attachment “1” - Proposer’s Guarantee
- Attachment “2” - Proposer’s Warranty
- Attachment “3” - Non-Collusion Statement
- Attachment “4” - Proposer’s Affidavit
- Attachment “5” - Qualification Form
- Attachment “6” - Proposal Form
- Attachment “7” - Additional Contract Documents per Federal Award

**Attachment 1**

**PROPOSER'S GUARANTEES**

The Proposer certifies it can and will provide and make available all services set forth in Scope of Work and Time Requirements.

Signature of Official: \_\_\_\_\_

Name (print or type): \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

**LIST OF PRINCIPALS**

The names and titles of the Proposer's principals are:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Print or Type)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Area Code & Phone: \_\_\_\_\_

**Attachment 2**

**PROPOSER'S WARRANTIES**

- A. Proposer warrants that it is willing and able to comply with State of Louisiana laws with respect to foreign (non-state of Louisiana) corporations.
- B. Proposer warrants that, if it is awarded the contract, it is willing and able to obtain the following insurance coverages with policy limits in accordance with Downtown Development District specifications:
- 1) General Liability
    - a) \$1,000,000 per occurrence
    - b) \$2,000,000 Aggregate
    - c) Additional Insured and Waiver of Subrogation in favor of the DDD and the City of New Orleans. Documentation must be supplied to DDD.
  - 2) Professional liability coverage in the amount of \$1,000,000;
  - 3) Automobile liability coverage, including hired and non-owned vehicles in the amount of \$1,000,000;
  - 4) Workers' compensation coverage in the following amounts:
    - a) \$100,000 for each accident,
    - b) \$100,000 for employee disease,
    - c) \$500,000 for each policy limit disease;
  - 5) Insurance Company Rating
    - a) Insurance carriers must have A.M. Best rating of at least A VII. Documentation must be supplied to DDD.
  - 6) Contractor shall provide the DDD and the City of New Orleans with certificate(s) of insurance evidencing the aforesaid coverage.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under the contract without the prior written permission of the DDD.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name: \_\_\_\_\_

(Print or Type)

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

Firm: \_\_\_\_\_

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

**Attachment 3**

**NON-COLLUSION STATEMENT**

The undersigned does hereby attest that he/she is a partner of the firm, officer of the corporation, or individual making the foregoing proposal or proposal, that said proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or to refrain from bidding, collusion, or communication or conference, with any person, to fix the proposal price or affiant or any other proposer or to fix any overhead, profit or cost element, or that of any other proposer, or to secure any advantage against any person interested in the proposed contract, and that all statements contained in the said proposal are true.

Signature of Official: \_\_\_\_\_

Name: \_\_\_\_\_

(Print or Type)

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

Firm: \_\_\_\_\_

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

**Attachment 4**

**PROPOSER'S AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF ORLEANS

\_\_\_\_\_, being first duly sworn, deposes and says:

Individual Only:

That he is an individual doing business under the name of \_\_\_\_\_ at \_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_,

Partnership Only:

That he is the duly authorized representative of a partnership doing business under the name of \_\_\_\_\_,

in the City of \_\_\_\_\_, State of \_\_\_\_\_,

Corporation Only:

That he is the duly authorized, qualified and acting \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_,

and that said Individual, Partnership or Corporation is filing herewith a proposal to the Downtown Development District in conformity with the attached Request for Proposals for \_\_\_\_\_.

Individual Only:

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract:

NAME

ADDRESS

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Attachment 4 (continued)**

Affiant further says that he is represented by the following resident agents in the City of New Orleans:

| NAME  | ADDRESS |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

Partnership Only:

Affiant further says that the following is a complete and accurate list of the names and addresses of members of said partnership:

| NAME  | ADDRESS |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

Affiant further says that he is represented by the following resident agents in the City of New Orleans:

| NAME  | ADDRESS |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

**Attachment 4 (continued)**

Corporation Only:

Affiant further says that the following is a complete and accurate list of the officers and directors of said corporation, as listed on the most current annual report on file with the Secretary of State:

|                  | NAME  | ADDRESS |
|------------------|-------|---------|
| President        | _____ | _____   |
| Vice President   | _____ | _____   |
| Secretary        | _____ | _____   |
| Treasurer        | _____ | _____   |
| Manager or Agent | _____ | _____   |

and that the following officers are duly authorized to execute Contracts on behalf of said Corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that the proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that said Proposer has not, directly or indirectly, submitted his proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the aforesaid Contract, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual; and further that said Proposer has not paid or will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing the aforesaid Contract(s) in the event the same are awarded to

\_\_\_\_\_  
Name of Individual, Partnership or Corporation

By: \_\_\_\_\_

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

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## **Attachment 5**

### **QUALIFICATION FORM**

Proposers shall present evidence that they are fully competent and have the necessary ability, experience and financial resources to fulfill the requirements as stipulated herein.

Proposers shall meet the certain minimum experience and reference requirements, set forth herein, in order to be considered by the DDD. Disqualification shall be the result of a Proposers non-compliance or inability to comply with the stated requirements.

All proposers must submit this Qualification Form with all questions completely answered. The information shown on the financial balance sheet of said Form, shall be held confidential.

(A) Experience: The Proposer warrants that it has been continuously engaged in the requested line of business in the New Orleans Metropolitan Area for the five (5) year period preceding the proposal deadline.

1) For purposes of verification, the following information must be provided:

Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Local Business Address: \_\_\_\_\_

Local Telephone Number: \_\_\_\_\_

License Types and Numbers: \_\_\_\_\_

If an Individual:

Start Date of Business: \_\_\_\_\_

If a Corporation:

Date of Incorporation: \_\_\_\_\_ In what State: \_\_\_\_\_

If a Partnership

Date of Organization: \_\_\_\_\_

General or Limited Partnership: \_\_\_\_\_

Contract Recorded: \_\_\_\_\_

County or Parish, State and Date

**Attachment 5 (continued)**

- 2) List below three business organizations that can attest to the continuous operation of the firm over the past five (5) years:

a) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

b) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

c) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

- (B) Job References: The Proposer must provide three (3) references of firms for whom the firm has performed the kind of service described herein, specifically in Exhibit “B”, below, within the past five years.

1) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

2) Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Attachment 5 (continued)**

- 3) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

(C) Additional Information: Proposers must provide the following information about their firm or organization:

- 1) The total number of firms for whom the Proposer is presently providing similar or same services as provided in Exhibit "B": \_\_\_\_\_.
- 2) The total number of workers presently employed by the Proposer:  
\_\_\_\_\_ full time, and \_\_\_\_\_ part time
- 3) Have any of the jobs or Contracts of the Proposer been cancelled within the last two (2) years:  
\_\_\_\_\_ yes \_\_\_\_\_ no

If yes, please provide complete details and information for verification on a separate sheet of paper and attach hereto.

**Attachment 6**  
**PROPOSAL FORM**

To: Downtown Development District

- a. The Proposer hereby offers to enter into a Contract for the provision of Supplemental Transportation Safety Plan planning services under the terms and conditions set forth in this Request for Proposals.
- b. The Proposer agrees to furnish the services, personnel and supplies required by this Request for Proposals consistent with the cost estimate and breakdown provided as part of their Proposal.
- c. As part of this Proposal, the Proposer submits herewith and attaches hereto the following:
  1. Attachment "1" - Proposer's Guarantee
  2. Attachment "2" - Proposer's Warranty
  3. Attachment "3" - Non-Collusion Statement
  4. Attachment "4" - Proposer's Affidavit
  5. Attachment "5" - Qualification Form
  6. Attachment "6" - Proposal Form
- d. The Proposer Certifies that it has completed any and all necessary inspections for which this proposal is submitted and is bound by this proposal for a period of one hundred twenty (120) days from the deadline date stated herein.

PROPOSER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: Failure to provide all requested information may be grounds for disqualification.

## Attachment 7

### Additional Contract Provisions per Federal Award

As a requirement of the federal grant award, DDD will insert the clauses below in every contract or agreement subject to the Acts and the Regulations.

#### APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions

including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2025 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any

improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).