



## Regional Transit Authority Solicitation Request Routing Sheet

INSTRUCTION: The user department is responsible for providing all information requested below and securing the requisite signatures.

Attachments (*Indicates Required Items)	
* Scope of Work	Project Schedule/Delivery Date *
Technical Specifications	Selection Criteria (RFQ/RFP Only)
DBE/SBE Goal Calculation	

A. I have reviewed this form and the attachments provided, and by signing below, I give authority to the below stated Department Representative to proceed as lead in the procurement process.

Name Ryan Moser Title Fleet Technology Manager Ext. 8458

B. Name of Project, Service or Product: Fare collection infrastructure upgrade

C. Justification of Procurement:

Our Genfare fare collection system requires upgrades/replacement to continue our fare collection efforts. Require parts and technology are only available through Genfare due to compatibility requirements that already exist within our transit system. Genfare manufactures our Odyssey GFI fare boxes, vaults, and fare collection system; all these items must integrate and interface seamlessly with GFI electronic components, programming, wiring, and mechanical components. These are also direct replacement parts/components for our existing equipment.

D. Certification of Authorized Grant:

Is this item/specification consistent with the Authorized Grant? Yes ☒ No ☐  
Director of Grants/ Federal Compliance [Signature] Date 8/23/21

E. Safety: Include Standard Safety Provisions Only

Additional Safety Requirements Attached  
Safety Director Michael A. Smith Date 8/23/21

Risk Management: Include Standard Insurance Provisions Only? Yes No

Include Additional Insurance Requirements Attached N/A 11/26/2021



Risk Management Analyst

Date

F. Funding Source: Federal State

Local

Other: \_\_\_\_\_

Funds are specifically allocated in the Department's current fiscal year budget or in a grant to cover this expenditure as follows:

Total Amount Available

\$ \_\_\_\_\_

Estimated Cost:

\$ 458,057

FTA Grant No. (s)

\$ \_\_\_\_\_

Line Item(s)

Operations/Department Code

\_\_\_\_\_

Budget Code(s)

1.1125

Budget Analyst

8/22/2021

G. DBE/SBE Goal:

% DBE

% Small Business

Director of Small Business Development

8/24/21

DBE/EEO Compliance Manager

8/24/21

H. Authorizations: I have reviewed and approved the final solicitation document.

Department Head Signature

8/23/2021

Division Manager

8/23/2021

Director of Procurement

8/24/21

FOR PROCUREMENT USE ONLY

Type of Procurement Requested: (circle one)

IFB

RFQ

RFP

SS

TWO-STEP

Invitation for Bid (IFB) This competitive method of awarding contracts is used for procurements of more than \$25,000 in value. The agency knows exactly what and how many of everything it needs in the contract, as well as when and how the products and services are to be delivered. The award is generally based on price.

Request for Quote (RFQ) This type of solicitation is often used to determine current market pricing. Request for Proposal (RFP) This approach to contracting occurs when the agency isn't certain about what it wants and is looking to you to develop a solution and cost estimate.

Sole Source (SS) this procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements.

Two-step Procurement - request for qualifications step-one used in the formal process of procuring a product or service, It is typically used as a screening step to establish a pool of vendors that are then qualified, and thus eligible to submit



responses to a request for price proposal (RFP). In this two-step process, the response to the RFQ will describe the company or individual's general qualifications to perform a service or supply a product, and RFP will describe specific details or price proposals.

*[Signature]*  
Chief Financial Officer

*6/24/21*  
Date

*[Signature]*  
Chief Executive Officer

*5/24/21*  
Date

*Please note the CEO's authorized signature on the attached  
Sale Source Identification form.*

## SOLE SOURCE JUSTIFICATION FOR

**FTA C 4220.1F states: Sole Source Justification - If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately in light of the standards of subparagraph 3.i(1)(b) of this Chapter. FTA expects this sole source justification to be in writing.**

1. The materials/services listed on Requisition number \_\_\_\_\_ is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.
2. This acquisition is restricted to the following source:

Manufacturer: GFI Genfare  
Manufacturer POC and Phone Number: Emilia (847)-871-1169  
Manufacturer Address: PO Box 277399  
Manufacturer's Dealer/Representative: Emilia Petricca  
Dealer/Representative Address and Phone Number: 847-847-1169

3. Description of the materials/service required, the estimated cost, and required delivery date.

This sole source is for the replacement of worn-out fare collection components and upgrades to our fare collection infrastructure. The estimated cost is \$458,057.

4. Specific characteristics of the materials/service that limit the availability to a sole source are unique features and functionality of the system.

Our Genfare fare collection system requires upgrades/replacement to continue our fare collection efforts. Require parts and technology are only available through Genfare due to compatibility requirements that already exist within our transit system. Genfare manufactures our Odyssey GFI fare boxes, vaults, and fare collection system; all these items must integrate and interface seamlessly with GFI electronic components, programming, wiring, and mechanical components. These are also direct replacement parts/components for our existing equipment.

5. Check and fill in all that are applicable:

☒ The material or service must be compatible in all aspects (form, fit, and function) with existing systems presently installed. Describe the equipment you have now and how the new materials/service must coordinate, connect, or interface with the existing system:

☒ A patent, copyright, or proprietary data limits competition. The proprietary data are described as follows:

☒ These are "direct replacement" parts/components for existing equipment.

☐ Other information to support a sole-source buy:

**(a) Sole Source.** When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.

1 **Unique Capability or Availability.** The property or services are available from one source if one of the conditions described below is present:

- ☐ **Unique or Innovative Concept.** The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.

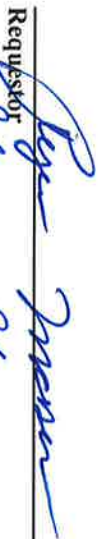




☒ **Patents or Restricted Data Rights.** Patent or data rights restrictions preclude competition.

- ☐ **Substantial Duplication Costs.** In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

- ☐ **Unacceptable Delay.** In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.


### CERTIFICATION

I certify that statements checked and information provided above are complete and correct to the best of my knowledge. I understand that the processing of this Sole-Source Justification precludes the use of full and open competition.

Requestor		Date	8/23/2021
Department Head		Date	8/23/2021
Grants		Date	8/23/21
DBE/EEO Compliance Manager		Date	8/24/21
Director of Procurement		Date	8/24/21

Regional Transit Authority

Chief Financial Officer

  
6/1/21

Chief Executive Officer

Date

6/24/21  
8/21/21

Date



### **Scope**

#### **Fare Collection Infrastructure upgrade**

Our fare collection system requires upgrades/replacement to continue our fare collection efforts. Require parts and technology are only available through Genfare due to compatibility requirements that already exist within our transit system. Genfare manufactures our Odyssey GFI fare boxes, vaults, and fare collection system; all these items must integrate and interface seamlessly with GFI electronic components, programming, wiring, and mechanical components. Many of these items are direct replacement parts/components for our existing equipment. This procurement will be a sole source from GFI for this reason.

The attached quotation sheet from Genfare outlines all of the components and costs associated with the upgrade. These systems will be upgraded at Canal bus, SIS, and the Carrolton facility.

Independent Cost Estimate (ICE)

INDEPENDENT COST ESTIMATE SUMMARY FORM

Project Name/Number:

Date of Estimate:

Description of Goods/Services:

GFI infrastructure upgrade

☒ New Procurement

☐ Contract Modification (Change Order)

☐ Exercise of Option

Method of Obtaining Estimate: Estimate based on price received by NICE Bus solicitation number E3263R for similar item.

Attach additional documentation such as previous pricing, documentation, emails, internet screen shots, estimates on letterhead, etc.

☐ Published Price List (attach source and date)

☐ Historical Pricing (attach copy of documentation from previous PO/Contract)

☐ Comparable Purchases by Other Agencies (attach email correspondence)

☐ Engineering or Technical Estimate (attach)

☐ Independent Third-Party Estimate (attach)

☐ Other (specify) \_\_\_\_\_ attach documentation

☐ Pre-established pricing resulting from competition (Contract Modification only)

Through the method(s) stated above, it has been determined the estimated

total cost of the goods/services is \$ 458,057 \_\_\_\_\_

The preceding independent cost estimate was prepared by:

Name

Ryan Moser

Signature

Ryan Moser



**Genfare**  
A Division of SPX Corporation  
800 Arthur Ave  
Elk Grove Village, IL 60007  
Ph: (847) 593-8855  
Fax: (847) 758-4998

## Sales Quotation

### Information

Sales Quote No.	5033676
Document Date	04/15/2021
Customer No.	1906
Currency	USD
Contact Name	Chet Nash
Phone	504-827-8316
FAX	
EMAIL	cnash@rtafoward.org
Validity Start Date	04/15/2021
Validity End Date	12/31/2021
Req Ship Date	10/15/2021

### Sold-To-Party

Regional Transit Authority  
Chet Nash  
2817 Canal Street  
New Orleans LA 70119

### Ship-To-Party

Regional Transit Authority  
Chet Nash  
2817 Canal Street  
New Orleans LA 70119

### End User

Regional Transit Authority  
Chet Nash  
2817 Canal Street  
New Orleans LA 70119

Item	Material	Quantity	Price	Amount
10	ITEM Virtual Network Manager Upgrade Customer to provide new computer.	1 EA	33,025.00 USD	33,025.00
20	ITEM Garage Data System Upgrade V4 Garage Data System Computer Hardware & Software Upgrade. Includes new hardware, V4 software and onsite installation.	3 EA	16,250.00 USD	48,750.00
30	ITEM Probe Lanes Includes installation.	6 EA	5,030.00 USD	30,180.00
40	ITEM Mobile Vault Includes installation	4 EA	40,969.00 USD	163,876.00
50	D28118-0001 S/A CONTROLLER, ID (V2) Includes installation	3 EA	2,899.00 USD	8,697.00

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

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

Signature: Roy Purnell Date: 08/13/2021

Sales Representative: Roy Purnell Phone: 336-273-0454  
Email: roy.purnell@sox.com

### Genfare Price Quotation Summary Terms & Conditions:

All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 After Receipt of Order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges unless specifically listed. Regardless of any taxes included above, applicable taxes due are determined as of the date of sale. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.



**Genfare**  
A Division of SPX Corporation  
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Ph: (847) 593-8855  
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**Sold-To-Party**

Regional Transit Authority  
Chet Nash  
2817 Canal Street  
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Chet Nash  
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**Information**

Sales Quote No.	5033676
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Currency	USD
Contact Name	Chet Nash
Phone	504-827-8316
FAX	
EMAIL	cnash@rtafoward.org
Validity Start Date	04/15/2021
Validity End Date	12/31/2021
Req Ship Date	10/15/2021

**End User**

Regional Transit Authority  
Chet Nash  
2817 Canal Street  
New Orleans LA 70119

**Gross Value:**

458,057.00

**Total Tax:**

**Final Amount:**

458,057.00

**Customer Signature:** \_\_\_\_\_

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

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

**Date:** 08/13/2021

**Sales Representative:**

**Email:**

Roy Purnell  
roy.purnell@spx.com

**Phone:** 336-273-0454

**Genfare Price Quotation Summary Terms & Conditions:** All prices are valid for 90 days from the Document Date unless otherwise noted above.

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Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

**15. NOTICE.** All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

**16. MISCELLANEOUS.** No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

#### ATTACHMENT A- WARRANTY

### 1. GENERAL TERMS

1.1 Subject to the provisions of this Warranty, Genfare warrants that the equipment and software described in Paragraph 1.2 shall conform to their specifications in all material respects and that the equipment shall be free from material defects in materials and workmanship.

1.2 This Warranty applies to all original purchases of new Genfare supplied equipment and spare parts, including licensed software (collectively the "Equipment"). This Warranty does not apply to any subscriptions purchased by customer.

1.3 The Warranty Period shall begin on the earliest of (a) the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation completion by a Genfare, or Genfare approved technician, or (c) the date the Equipment is placed into revenue service, and shall end (y) twelve (12) months thereafter for equipment purchases and (z) ninety (90) days thereafter for any spare parts purchases, provided, however, that the Warranty Period for Equipment purchased under Genfare's Upgrade/Reconditioning Program that has been reconditioned or refurbished shall end 6 months after commencement, unless otherwise specified in writing by Genfare.

### 2. RETURN OF EQUIPMENT UNDER WARRANTY

2.1 If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:

2.2 Customer shall promptly notify Genfare of the problem and the serial number of the defective item.

(a) Genfare shall, at its option, either resolve the problem over the telephone, or provide Customer with authorization to ship the defective item to Genfare;

(b) if Genfare provides Customer with authorization to ship the defective item to Genfare, Customer shall attach a return tag with a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center;

(c) Genfare shall either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;

(d) Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.

2.2 Equipment which is repaired or replaced by Genfare under this Warranty shall be covered under all of the provisions of this Warranty for the remainder of the applicable Warranty Period or ninety (90) days from the date of repair or replacement, whichever is longer.

2.3 A failure is defined as a malfunction of a given device or component in the Equipment that renders the Equipment inoperative and/or unusable for the intended purpose.

2.4 It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein. It is further understood that the costs of discovery of the problem associated with a given item of Equipment and the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

**3. TELEPHONE TECHNICAL ASSISTANCE.** During the applicable Warranty Period, Genfare shall provide the Customer with over-the-telephone technical fault analysis. Genfare shall not charge Customer for the first ten (10) calls per location per month, and may charge Customer for all additional calls.

**4. UPGRADES.** During the applicable Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrades to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare.

**5. DEFAULT AND TERMINATION.** Genfare may immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment; (b) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (c) becomes bankrupt or insolvent, or is put into receivership; or (d) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare.

**6. LIMITATIONS AND QUALIFICATIONS OF WARRANTY.** This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as light bulbs, nor does it apply to any damage, defect or failure caused by:

(a) any part of the Equipment having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;

(b) improper installation, operation or maintenance by Customer or a third party;

(c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;

(d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual;

(e) inaccurate or incomplete information or data supplied or approved by Customer;

(f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;

(g) cosmetic damage;

(h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician, or

(i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale).

### 7. LIMITATION ON DAMAGES.

7.1 THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY FOR THE EQUIPMENT. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY.

7.2 EXCEPT AS OTHERWISE EXPRESSLY AGREED BY THE PARTIES, GENFARE SHALL NOT BE LIABLE IN TORT, INCLUDING LIABILITY IN NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. GENFARE'S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATIONS UNDER THIS WARRANTY OR ANY OTHER LIABILITY UNDER OR IN CONNECTION WITH THE EQUIPMENT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE OF THE EQUIPMENT.

7.3 EVEN IF GENFARE HAS BEEN ADVISED OF THE POSSIBILITY OF THEM, GENFARE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, FAILURE TO REALIZE EXPECTED SAVINGS, ANY CLAIM AGAINST A CUSTOMER BY A THIRD PARTY, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND.