SOLE SOURCE JUSTIFICATION FORM

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 considering 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 105176 is available from only one source and competition is precluded for reasons indicated below. There are no substitutes available.

RTA transit services, current fare structure, type of passes and available methods to payment for fares, to include use of handheld fare validators, and the installation and use of Ticket Vending Machines (TVMs) at ferry terminals located in Lower Algiers, Chalmette, Canal Street, and Algiers Point.

System Overview

The RTA currently provides bus, streetcar and paratransit services within the City of New Orleans and Jefferson Parish. Additionally, the RTA operates ferry service within the City of New Orleans and St. Bernard Parish. Presently, the RTA relies on a fleet of 139 buses, 66 street cars, 3 passenger ferries (including bikes), and 2 vehicle ferries (including trailers).

Passenger Fare and Pass Purchasing Options

Passengers can purchase tickets and passes to ride either the Lower Algiers-Chalmette vehicle ferry or Algiers Point-Canal Street passenger ferry either from the RTA's online store for mail delivery (See Exhibit 1), with a smartphone app called GoMobile (See Exhibit 2), from an RTA Ticket Vending Machine (TVM), at an RTA Retail Vendor Location (See Exhibit 3), or with cash (exact change) while boarding the ferry.

Fare Structure

The current passenger ferry fare structure includes a standard one-way fare and a discounted one-way fare for seniors/disabled. Also, customers can purchase Jazzy Passes (an unlimited trip pass for all modes) for 1 day or 31 days at a standard rate, or at a discounted rate for youth, seniors, or disabled. See Exhibit 4.

The current vehicle ferry fare structure includes all the above options (for passengers), plus a single-ride ferry only vehicle driver fare, single-ride ferry only vehicle driver fare, single-ride senior/disabled ferry only vehicle driver fare, single-ride senior/disabled ferry only vehicle driver plus trailer fare, and single-ride ferry only vehicle additional passenger fare. See Exhibit 4.

How Ferry Fares are Tracked, Collected, and Validated

Currently, crewmembers assigned to each ferry route track passenger and vehicle fares manually outdoors via pen and paper using a Collector's Ferry Fare Summary sheet. See Exhibit 5. The Collector's Ferry Fare Summary sheet is completed twice per day and captures both revenue and non-revenue passengers. Ferry ridership must be tracked for auditing and federal funding purposes regardless of whether riders pay a fair. During heavy weather or winds, this summary sheet is occasionally blown into the river and lost.

Cash collected is placed in an old bus fare box welded to a wheeled dolly. See Exhibit 6. Passengers that use GoMobile to purchase their fare are tracked as non-revenue passengers and their fare is visually validated by

the crew. Passengers can now also purchase with cash 1-day Jazzy Passes while boarding the ferry. No other means is available to purchase fares on the ferry or associated terminals.

Challenges with Cash Collection

Unlike the other three transportation modes, the RTA ferries can only accept exact change. If a passenger pays more than the fare amount, their change is kept by the RTA resulting in an economic loss and inconvenience to passengers. Additionally, this places the fare collector in the unpleasant situation of having to explain this limitation at the point of purchase and boarding.

Additionally, at the end of each shift, the cash and Collector's Ferry Fare Summary sheet must be bagged and stored in a safe onboard the vessel where they will be picked up by armed security personnel, transported to a camera surveilled cash counting room, accounted for, then transported by security personnel to the bank for deposit. Additionally, the contractor for the ferry service must account for monthly cash fares collected when completing their request for expense reimbursement to the RTA. As a result, additional manpower hours are expended to manage and account for cash collection.

Lastly, boarding delays occur when passengers do not have cash readily available to hand to the crewmember to pay for their fare. Rarely does this result in missed trips during normal ferry service. However, delays could occur when the ferry service supports transporting large numbers of passengers for major events such as Mardi Gras or local festivals. Additionally, these small boarding delays could be compounded with the proposed gating system at the new Canal St. Terminal barge where passengers waiting to board the ferry will be required to wait to board at a further distance than in the past.

GoMobile

Until March 15, 2020, Transdev served as RTA's third-party ferry operator. Since then, the third-party ferry operator is Labmar Ferry Services, LLC (LFS). Until December 2020, Transdev also operated RTA's other transit vehicles.

When Transdev operated of all of RTA's transit services, a mobile ticketing app, known as GoMobile, was developed in-house. The latest app was launched in June 2018. See Exhibit 7. However, the ferries did not have the capability to validate a rider intending to pay the fare using GoMobile until October 2020. To solve this issue, the RTA purchased 12 Android mobile phones. Each mobile phone was then loaded with a GoMobile validator app. See Exhibit 8.

The attempt to address the ferries' inability to validate GoMobile created other problems or issues since its implementation and to this date. For example, the GoMobile app is problematic to riders traveling in groups attempting to validate multiple tickets. <u>See Exhibit 9</u>. Even while additional training and/or operational adjustments have been implemented, riders' dissatisfaction with GoMobile continues.

Existing Ferry Fare Boxes

The current farebox is an old bus farebox which was modified to be moved around by welding it on a dolly. This modification was done in-house by the RTA and can only take exact change and cash. Except for payment via the GoMobile application, there is no other cashless or contactless means of fare payment. See Exhibit 6.

Contrarily, the buses and street cars are fitted with Genfare fareboxes, model Odyssey. See Exhibit 10. As far as cashless or contactless capability, the Odyssey fareboxes can accept both smart and magnetic cards. Each bus is installed with one Odyssey farebox, and each streetcar is installed with two. That means that, in addition to any spares, there are no less than 271 Odyssey fareboxes within RTA's fleet of buses and streetcars. However, these Odyssey fareboxes, which come directly from a factory, do not have the capability to validate

GoMobile. As a result, the RTA modified the Odyssey farebox by installing a separate validator/reader to the exterior/vicinity of the farebox.

To increase the options for a rider to pay the fare in a cashless or contactless method, some Odyssey fareboxes were modified by make them movable/transportable and a portable battery added to power it. From RTA's existing inventory, an in-house modified farebox was identified. The modifications involved the installation on a four-wheeled cart powered by a commercial 12-volt car battery with exposed leads. See Exhibit 11. Given that the ferry service operates in an exposed marine environment, this portable farebox modification has largely been regarded as unsafe and cumbersome to implement on the ferries.

Replacing GoMobile and existing ferry fareboxes with Genfare Link, Portable Handhelds, Ticket Vending Machines, and Mobile Link for cashless and contactless fare payment

Genfare provides four proprietary solutions that would address the ferry service's needs for a cashless and contactless fare collection system while also integrating into the RTA's existing fare collection infrastructure.

Genfare Link

Genfare's proprietary Genfare Link (cloud) is intended to provide a single fare collection solution across multiple domains, and within different modes of transit, including ferries. Implementing Genfare Link onboard the ferries will allow for multi-payment options, increased security, customer care, reporting and planning, and mobile ticketing. See Exhibit 12.

Most importantly, implementation of Genfare Link would allow customers to use credit and debit cards to purchase fare mediums in advance of boarding the ferries at Ticketing Vending Machines installed at Algiers Point, Canal Street, Lower Algiers, and Chalmette Terminals. As a backup to using TVMs, passengers can also purchase directly from crewmembers with handheld devices onboard the vessel with credit or debit cards.

Should the RTA consider upgrading its existing fareboxes on the other modes, Genfare Link (cloud) could be expanded to include hardware (fareboxes) already installed on buses, streetcars, and paratransit vehicles. Genfare Link could also be expanded to include the other Ticket Vending Machines the agency currently uses throughout the transit system.

Handheld Ticket Validators (HHTVs)

Genfare's HHTVs (Handheld Ticket Validators) can validate mobile ticketing, other barcoded documents, smart cards, and magnetic cards. For passengers who attempt to pay their fare onboard the ferry, the HHTV allows for payment via bank card through a payment gateway via Wi-Fi or 3G/4G cellular data link. Lastly, the HHTVs can be program to read Mobile application QR Codes, as well as the agencies existing Jazzy Passes. <u>See</u> Exhibit 13.

Ticket Vending Machines (TVMs)

Genfare offers an upgraded Ticket Vending Machine called the Vendstar-4. It is a self-service ticketing vending system that provides riders with payment flexibility. The Vendstar-4 supports a full range of smart cards and magnetics, accepts bills and coins, allows for riders to purchase and recharge smart cards, can provide change to buyers, and is programmable to the RTAs existing and future fare structure. See Exhibit 14.

Mobile Ticketing Solution (Mobile Link)

Lastly, Genfare offers Mobile Link, which can allow the RTA to start collecting mobile ticketing data for the future implementation and procurement of a replacement application for Go Mobile. By purchasing Mobile Link, the RTA can build upon the data collected by Mobile Link onboard the ferries. See Exhibit 15.

Conclusion

In sum, from the perspective of cashless and contactless fare payment options, replacing GoMobile and the ferries' existing fareboxes with Mobile Link, Genfare Link, HHTVs, and TVMs will allow ferry passengers to:

- Pay with cash, credit or debit cards for all available fare products at TVMs prior to boarding the ferry.
- Provide passengers with change from TVMs installed at all ferry terminals and landings.
- With HHTVs, validate all fare types while passengers are boarding the ferry including GoMobile and Jazzy Passes.
- With HHTVs, as a backup, allow passengers to purchase fares with credit or debit cards while boarding the ferry who were unable to purchase fare products via TVMs, online, or with GoMobile prior to arrival.
- Eliminate the need to manually track fare payment types with pen and paper.
- Eliminate the cost of tracking, counting, and transferring cash and coins from antiquated fare boxes to vessel safes, to a cash count room, then to the bank.
- Provide a prototype Mobile App (and data) to be used as baseline data for the RTA to seek a replacement for GoMobile.
- Improve the security and safety of fare collection (in general) onboard the ferries.
- Improve auditing capabilities by creating a cashless fare collection system onboard the ferries that is integrated with the RTA's existing fare collection infrastructure.

Source of funding for this project is FTA grants LA-90-X413-00, for which LADOTD is the grantee. Source of corresponding local match is also LADOTD. Total funding available from both sources is \$737,762.00. See Exhibits 16 and 17. Total project cost is \$735,540.00 which is approximately \$2,222.00 below the total grant amount available. See Exhibit 18.

2. This acquisition is restricted to the following source:

Manufacturer: Genfare

Manufacturer POC and Phone Number: Roy Purnell / (336)-273-0454 Manufacturer Address: 800 Arthur Ave, Elk Grove Village, IL 60007

Manufacturer's Dealer/Representative: Roy Purnell

Dealer/Representative Address and Phone Number: (336) 273-0454

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

See attached quote.

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

See justification discussion and attached exhibits.

- 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:

Genfare Genlink; Mobile Link; Handheld Ticket Validators (HHTVs); Ticketing Vending Machines (TVMs/Vendstar -4).

☐ These are "direct replacement" parts/components	for existing equipment.
☑ Other information to support a sole-source buy	See justification discussion and attached documents
(a) Sole Source. When the recipient requires supplies source, and no other supplies or services will satisfy source award. When the recipient requires an existing is beyond the scope of that contract, the recipient has	its requirements, the recipient may make a sole g contractor to make a change to its contract that
1 <u>Unique Capability or Availability</u> source if one of the conditions des	The property or services are available from one scribed below is present:
concept or capability not availal concept means a new, novel, or product of original thinking, the	The offeror demonstrates a unique or innovative ole from another source. Unique or innovative changed concept, approach, or method that is the details of which are kept confidential or are patented to the recipient only from one source and has not in cipient from another source.
Patents or Restricted Data Right competition.	ts. Patent or data rights restrictions preclude
development or production of hi thereof, when it is likely that aw	n the case of a follow-on contract for the continued ighly specialized equipment and major components and to another contractor would result in substantial expected to be recovered through competition.
development or production of a	of a follow-on contract for the continued highly specialized equipment and major components and to another contractor would result in unacceptable is needs.
CERTIFICA	ATION
I certify that statements checked, and information provided knowledge. I understand that the processing of this Sole-Sopen competition.	
Requestor Department Head Grants DBE/ECO Compliance Manager	Date $\frac{9/7/21}{9/7/1}$ Date $\frac{9/7/21}{9/14/21}$ Date $\frac{9/14/21}{20}$ Date
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Page 5 of 6

Date

Regional Transit Authority

May 27, 2021

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Date 9/20/21

Date

CASHLESS FARE COLLECTION - SCOPE OF WORK

1. Background

Currently, ferry passengers can purchase tickets and passes to ride either the Lower Algiers-Chalmette vehicle ferry or the Algiers Point-Canal Street passenger ferry either from the RTA's online store for mail delivery, with a smartphone application called GoMobile, from an RTA Ticket Vending Machine (TVM), at an RTA Retail Vendor Location, or with cash (exact change) while boarding the ferry.

Unlike the other three transportation modes, the RTA ferries can only accept exact change. If a passenger pays more than the fare amount, their change is kept by the RTA resulting in an economic loss and inconvenience to passengers. Additionally, this places the fare collection in the unpleasant situation of having to explain this limitation at the point of purchase and boarding.

Additionally, at the end of each shift, the cash and Collector's Ferry Fare Summary sheet must be bagged and stored in a safe onboard the vessel where they will be picked up by armed security personnel, transported to a camera surveilled cash counting room, accounted for, then transported by security personnel to the bank for deposit. Additionally, the contractor for the ferry service must account for monthly cash fares collected when completing their request for expense reimbursement to the RTA. As a result, additional manpower hours are expended to manage and account for cash collection.

Lastly, boarding delays occur when passengers do not have cash readily available to hand to the crewmember to pay for their fare. Rarely does this result in missed trips during normal ferry service. However, delays could occur when the ferry service supports transporting large numbers of passengers for major events such as Mardi Gras or local festivals. Additionally, these small boarding delays will be compounded with the proposed gating system at the new Canal St. Terminal barge where passengers waiting to board the ferry will be required to wait to board at a further distance than in the past.

The purpose of this Request for Proposal (RFP) is to shift cash collection from onboard the ferries to shoreside by increasing the number of Ticket Vending Machines (TVMs) available to passengers. Additionally, this RFP includes procurement and use of HHTVs (Handheld Ticket Validators) by ferry personnel. This will provide them the capability to validate mobile ticketing, other barcoded documents, smart cards, and magnetic cards. For passengers who attempt to pay their fare onboard the ferry, the HHTV allows for payment via bank card through a payment gateway via Wi-Fi or 3G/4G cellular data link. The HHTVs can also be programmed to read Mobile application QR Codes, as well as the agencies existing Jazzy Passes.

Additionally, this RFP seeks a cloud-based system that will provide a single fare collection solution across multiple domains, and within different modes of transit, including the ferries, which will allow for multi-payment options, increased security, customer care, reporting and planning, and mobile ticketing.

Lastly, this RFP seeks a mobile ticketing solution that will allow the agency to collect mobile ticketing data for future implementation and procurement of a replacement application for GoMobile.

This RFP requires a turnkey solution that shall include design, testing, delivery, site preparation, installation, and assistance with associated hardware if necessary,

software, communications, all system interfaces, all other system components, operations, maintenance, licenses, support and training.

2. Cashless Fare Collection Scope

The Scope of Work describes the RFP's minimal functional requirements for a mobile ticketing app. It is intended to be used as a general guide and is not a complete list nor description of all work necessary. Proposers responding to this RFP are expected to be familiar with all aspects of project management.

Fare System Goals and Objectives

This RFP hopes to achieve the following goals:

- A. Allow ferry passengers to pay with cash, credit or debit cards for all available fare products at TVMs prior to boarding the ferry.
- B. Provide passengers with change from TVMs installed at all ferry terminals and landings.
- C. With HHTVs, validate all fare types while passengers are boarding the ferry including GoMobile and Jazzy Passes.
- D. With HHTVs, as a backup, allow passengers to purchase fares with credit or debit cards while boarding the ferry who were unable to purchase fare products via TVMs, online, or with GoMobile prior to arrival.
- E. Eliminate the need to manually track fare payment types with pen and paper.
- F. Eliminate the cost of tracking, counting, and transferring cash and coins from antiquated fare boxes to vessel safes, to a cash count room, then to the bank.
- G. Provide a prototype Mobile App (and data) to be used as baseline data for the RTA to seek a replacement for GoMobile.
- H. Improve the security and safety of fare collection (in general) onboard the ferries.
- I. Improve auditing capabilities by creating a cashless fare collection system onboard the ferries that is integrated with the RTA's existing fare collection infrastructure.
- J. Reduce cash and lower cash handling costs.

General Cashless Fare Collection Requirements

The Selected Contractor shall provide, host, operate and maintain a cashless fare collection system based on the following criteria:

A. Ticket Vending Machines (TVMs)

- i. TVMs must be a self-serving ticketing vending system that provides riders with payment flexibility.
- ii. TVMs must be stocked with the agency's fare products (Jazzy Passes).
- iii. TVMs must be able to accept a full range of smart cards and magnetics, bills and coins, allow riders to purchase and recharge smart cards, provide change to buyers, and is programmable to the RTA's existing and future fare structure.
- iv. Must be able to provide initial TVM maintenance training to RTA personnel.
- v. Must be able to provide adequate spare parts necessary to maintain TVMs in fully functional condition.
- vi. Must be able and available to assist with repairing any TVM in the RTA's system should RTA personnel be unable to repair.
- vii. Must be able to provide the RTA with any modifications or TVM improvements to its TVMs should maintenance and repair issues arise.

B. Handheld Ticket Validators (HHTVs)

- i. HHTVs must be able to validate mobile ticketing, other barcoded documents, smart cards, and magnetic cards.
- ii. HHTVs must be able to allow passengers, should they attempt to pay their fare onboard the ferry, to use a bank card through a payment gateway via Wi-Fi or 3G/4G cellular data link.
- iii. HHTVs must be battery powered, portable, and rechargeable.
- iv. HHTVs must be able to read Mobile application QR Codes, as well as the agencies existing Jazzy Passes.

C. Cloud Based Fare Collection System

- i. Must allow for a single fare collection solution across multiple domains, and within different modes of transit, including ferries.
- ii. Must allow for multi-payment options, increased security, customer care, reporting and planning, and mobile ticketing.
- iii. Must allow customers to be able to use credit/debit cards to purchase fare mediums in advance of boarding the ferries at TVMs.
- iv. Must allow customers, as a backup to using TVMs, the ability to purchase fares directly from ferry operators with HHTVs using credit/debit cards.
- v. Must be expandable to include hardware (fareboxes) installed on buses, streetcars, paratransit vehicles, and existing TVMs in the agencies system.

D. Mobile Ticketing Solution

- i. Must allow the agency to be able to start collecting mobile ticketing data for future implementation and procurement of a replacement application for GoMobile.
- ii. Must be available for agency analytics for data on usage, ridership, and revenue.
- iii. Client software should be browser based.
- iv. License-free software and all future software updates should be provided at no extra cost.
- v. Software shall provide various levels of user access rights that allow and restrict access to various functions.
- vi. The software shall provide access to an unlimited number of users and feature multiple user access-levels with password protection to ensure system settings are secure.
- vii. Customer usage statistics will include information on tickets used including associated information such as validation location, route/block validated, date, time and GPS coordinate of boarding's.
- viii. Ability to manage fare structure requirements and amendments to fare.
- ix. Ability to provide refunds to riders.
- x. Ability to see sales and transaction data in real time.
- xi. Ability to easily export all data for integration with other software systems and tools.

- xii. Application Programming Interface (API) for extracting usage data that is free for the agency to access, use, and share.
- xiii. Ability to run sales, usage summary, user statistics, ticket statistics, and revenue summary reports
- xiv. Ability for third party applications such as Google Maps, Apple Maps, Transit App, to offer RTA's Transit mobile tickets in their app via an API or SDK.
- xv. Future upgradable capability to allow to book paratransit service.
- xvi. Ability to input ridership information and transmit it via SMS/MMS.
- xvii. Ability to create reports as needed based on the data collected.
- xviii. Hosting and maintenance of the mobile ticketing app must be the responsibility of the Contractor.

Security

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Data security for the mobile ticketing app applications, system and interfaces shall employ the most current industry and U.S. government techniques to ensure that all data is safeguarded from unauthorized access or use and programs are protected from any known cyber-attack or computer virus. The entire mobile ticketing platform system, all system applications that process payments, and all communications and computer systems comprising the entire mobile ticketing app shall be in full compliance with the Payment Card Industry (PCI) standards. Additionally, the Platform application shall contain a variety of security features to allow for applicable agency personnel to identify invalid, expired, or fraudulent mobile tickets easily visually.

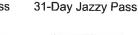


Purchase Tickets & Passes Online

Passes will be shipped to you by mail within 7-10 business days. To view other purchase options <u>click here.</u>

My Shopping Cart

1-Day Jazzy Pass



Pack of 10 One Way Tickets

One Way Ferry Ticket





Valid for unlimited trips on RTA buses, streetcars & ferries. Non-Transferrable. Starts with first use. Expires 1 day after first use.



\$45.00 Availability: In stock **Add**

Valid for unlimited trips on RTA buses & streetcars. Non-Transferrable. Starts with first use. Expires 31 days after first use.



\$12.50 Availability: In stock **Add**

Valid for one ride on a RTA streetcar or bus. Does not include transfers. Each ticket has a value of \$1.25.



\$2.00

Availability: In stock

Add

Valid for one passenger on the Algiers Point/Canal

the Algiers Point/Canal Street Ferry or one passenger/one vehicle with driver on the Lower Algiers/Chalmette Ferry.

Youth 1-Day Jazzy Pass



\$1.00 Availability: In stock **Add**

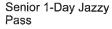
Valid for unlimited trips on RTA buses, streetcars & ferries. Non-Transferrable, Starts with first use. Expires 1 day after first use.





\$18.00 Availability: In stock Add

Valid for unlimited trips on RTA buses, streetcars & ferries, Non-Transferrable. Starts with first use. Expires 31 days after first use.





\$0.80 Availability: In stock **Add**

Valid for unlimited trips on RTA buses, streetcars & ferries. Non-Transferrable. Starts with first use. Expires 1 day after first use.





\$14.00 Availability: In stock **Add**

Valid for unlimited trips on RTA buses, streetcars & ferries. Non-Transferrable. Starts with first use. Expires 31 days after first use.

Please read our Privacy Policy and Refund Policy.



Service Alerts (11)

Home > Getting Around > GoMobile

Go Smart. GoMobile.

Download the GoMobile app today!





A Better Transit Experience Right at Your Fingertips

- > Track buses and streetcars in real time
- > Purchase any fare type, including senior fares, ferry passes, and one-way tickets
- > Purchase tickets for bus and streetcar or ferry
- > Plan your trips, get service alerts, and favorite your most used routes

What You can do with the App

- > See when the next bus or streetcar will arrive in real time, both as a listed time and visually on a map
- > See which stop is nearest to you
- ➤ Purchase every type of RTA fare for bus, streetcar, and ferry
- Purchase Integrated Passes, good for all modes of transit
- > Store fares for up to 12 months in your Ticket Wallet
- > Use multiple single-ride tickets at once
- > Scan the QR code of all fares using on-board scanners
- > See if a route has a delay or detour and sign up for customer alerts with an RTA account
- > Plan any trip using the RTA Trip Planner

How to Use the App

1. HOW TO SIGN-UP

Download the app. Sign-up with your email address to access the app.

2. HOW TO USE REAL TIME

From the home screen, see which bus or streetcar is nearest to you in real time.



3. PURCHASING & STORING TICKETS

Click on the Ticket Wallet to buy any fare or pass. Tickets can be stored for up to 12 months.



4. BOARDING

When you're ready to board the vehicle, activate your ticket. Only activate when you know you're boarding. Once your ticket is activated, you'll have 5 minutes to board.

8/10/2021 GoMobile



Download the NEW GoMobile Brochure

Have a question? Visit the NEW <u>GoMobile Frequently Asked Questions (FAQs) page</u>. If you need further assistance, contact Rideline at 504-248-3900.



Service Alerts (11)

Home > Fares & Passes > Vendor Map

Vendor Map



For a list of vendors, click here.



Service Alerts (11)

Home > Fares & Passes > Purchasing Options for All Fares and Passes

Purchasing Options for All Fares and Passes

The RTA offers one way fare and express fare as well as a variety of pass options. Please note that fares and passes are only applicable to the New Orleans RTA system. They cannot be used in the Jefferson Transit (JeT) system.

1. Purchase on the Bus or Streetcar

You can buy a one way fare for \$1.25 or a one-day pass for \$3 directly from your bus driver or a streetcar operator, using cash or exact change only. Children ages 5 and under ride free!

2. Purchase with GoMobile App

Download the app to buy all fares and passes on your smartphone and ride instantly! Below are fare options offered on **GoMobile**.

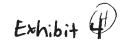
	1-Day	31-Day
Jazzy Passes (Bus, Streetcar & Ferry)	x	x

GoMobile Fare and Pass Prices

Type of Pass	Price
Single-Ride Fare (including Express Service)	\$1.25
Single-Ride Fare w/ Transfer	\$1.25
Single-Ride Senior/Disabled Fare (ID Required)	\$0.40
Single-Ride Senior/Disabled Fare with Transfer	\$0.40
Single-Ride Youth Fare (K-12)	\$0.50
Single-Ride Youth Fare with Transfer (K-12)	\$0.50
Single-Ride Ferry Only Fare	\$2.00
Single-Ride Senior/Disabled Ferry Only Fare (ID Required)	\$1,00
Single-Ride Youth Ferry Only Fare (K-12)	\$1.00
Single-Ride Ferry Only Vehicle Driver Fare	\$2.00
Single-Ride Ferry Only Vehicle Driver Plus Trailer Fare	\$5.00
Single-Ride Senior/Disabled Ferry Only Vehicle Driver Fare (ID Required)	\$1.00
Single-Ride Senior/Disabled Ferry Only Vehicle Driver Plus Trailer Fare (ID Required)	\$4.00
Single-Ride Ferry Only Vehicle Additional Passenger Fare	\$1.00
1-Day Jazzy Paes	\$3.00
1-Day Senior/Disabled Pass (ID Required)	\$0.80
1-Day Youth Pass (K-12)	\$1.00
31-Day Jazzy Pass	\$45.00
31-Day Senior/Disabled Pass (ID Required)	\$14.00
31-Day Youth Pass (K-12)	\$18,00

3. Purchase Online

Purchase in our online store. You can purchase the following tickets::



Type of Pass	Price
1-Day Jazzy Pass	\$3.00
1-Day Senior/Disabled Jazzy Pass	\$0.80
1-Day Youth Jazzy Pass	\$1.00
31-Day Jazzy Paes	\$45,00
31-Day Senior/Disabled Jazzy Pass	\$14.00
31-Day Youth Jazzy Pass	\$18.00
10 One-Way Tickets	\$12.50
One-Way Ferry Ticket	\$2.00

4. Purchase at RTA Retail Vendor Locations

A number of stores across the city sell 1-Day and 31-Day Jazzy Passes, including all Walgreen's locations in Orleans Parish. The RTA is continually signing up new business partners to sell Jazzy Passes, so check back often!

To find a store near you that sells Jazzy Passes, click below.

- Vendor Location Sheet
- RTA Jazzy Pass Vendor Map

5. Purchase at Ticket Vending Machines (TVM)

- There are four TVMs along the Canal Streetcar Line. They dispense 1-Day Jazzy Passes. TVMs can also dispense Stored Value Cards in the amounts of \$10, \$15 and \$20. Currently, TVMs only accept cash.
- ➤ The locations for the TVMs are:
 - 2817 Canal Street
 - · Canal at N. Peters RTA Shelter
 - · Canal at City Park Ave. (Cemeterles) RTA Shelter
 - · Canal at Bourbon St. RTA Shelter

^{*}There are other transit systems in the area, including <u>Jefferson Express Transit</u> (JeT) and <u>St. Bernard Urban Rapid</u>
<u>Iransit</u> (SBURT). These transit systems have their own ticketing and fare structure and systems. Your Jazzy Passes can only be used on vehicles operated by the RTA.

COLLECTOR'S FERRY FARE SUMMARY (Page 1 of 2)

DATE:	VESSEL:	BAG #:	SHIFT:	AM	1	PM	LOCATION:	CANAL	/	CHALM
	COLLECTOR'S SIGNATURE:									

					REVENUE							ION-REVEN	16		
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Exhibit 55

NEW ORLEANS FERRY OPERATIONS

COLLECTOR'S FERRY FARE SUMMARY (Page 2 of 2)

	DAT	E;		VESSEL			BAG #:		SH	HFT:	AM / PM	LOCA	TION: CAN	AL / CH/	ALM
				COLLECT	TOR'S SIGNA	ATURE:						-			
					REVENUE							NON-REVEN	UE		
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Exhibit

Service Alerts (11)

Home > About > RTA Kicks Off Soft-Launch of RTA GoMobile

RTA Kicks Off Soft-Launch of RTA GoMobile

6/25/2018

What: À la ride-share style, you can now track the location of RTA's Buses & Streetcars in real-time to your stop, via our new and improved GoMobile app! A full, system-wide soft-launch of the new GoMobile app officially kicks off next month. The app also includes the ability to:

- Buy all fare types (including single and multiple individual fare tickets)
- Use mobile ticket scanning to board buses, streetcars, and ferries
- Trip plan within the app (simply enter current location & destination and the app will automatically mapout the best RTA route)
- View service alerts for buses, streetcars, and ferries

When: Sunday • July 1, 2018

Where: Download RTA GoMobile from your app store or Google Play • available for iPhone & androids

Video Resources: <u>Video News Release</u> • <u>Video New Release Script</u> • <u>Video News Release-No Voice</u>
<u>Track</u> • <u>B-roll of GoMobile app</u> • <u>Rider SOTs on GoMobile</u>

Media Kit: For Full details on the app and background info on RTA, click here.

Why: After two months of extensive beta-testing, the RTA is excited about releasing its app to the public. The soft launch will help the RTA fine tune the app and identify areas of improvement, as more and more people use the app.

Since this is not just the launch of an app, but a whole new system, the agency will carefully monitor all aspects of its RTA Tracker to ensure all parts are integrating well and performing at their peak.

Ultimately, the goal of the app is to provide ease and convenience to our riders.

To learn more visit: www.norta.com/gomobile.

From:

Nash, Chet

Sent:

Wednesday, October 7, 2020 7:36 AM

To:

Richard Heausler; Ruiz-Garcia, Jose; Joel Casey

Cc:

Stevens, Sterlin; John Peter Laborde

Subject:

RE: Training Go Mobile validators

No.

----- Original message -----

From: Richard Heausler < rHeausler@labmarferry.com>

Date: 10/7/20 7:26 AM (GMT-06:00)

To: "Nash, Chet" <cnash@rtaforward.org>, "Ruiz-Garcia, Jose" <jruizgarcia@rtaforward.org>, Joel Casey

<jcasey@labmarferry.com>

Cc: "Stevens, Sterlin" <sstevens@rtaforward.org>, John Peter Laborde <johnpeter@labmarine.com>

Subject: RE: Training Go Mobile validators

Chet, do we have to assign a particular device to a boat or will it know automatically which device is on which boat?

From: Nash, Chet <cnash@rtaforward.org> Sent: Tuesday, October 6, 2020 9:14 AM

To: Ruiz-Garcia, Jose <jruizgarcia@rtaforward.org>; Joel Casey <jcasey@labmarferry.com>

Cc: Stevens, Sterlin <sstevens@rtaforward.org>; Richard Heausler <rHeausler@labmarferry.com>; John Peter Laborde

<johnpeter@labmarine.com>

Subject: RE: Training Go Mobile validators

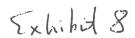
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This is no manual for the Go Mobile scanner feature but the work on the same basis a the tablets that were previously used.

- 1. When you turn on the device use passcode 2817 to unlock.
- 2. Select the Go Mobile app on the home screen.
- 3. Select the NORTA Ferry Network.
- 4. Select scan tickets
- 5. After a scan the app will automatically return to ready state in about 5 seconds.
- 6. Please remember to keep the devices on a charger when not in use.
- 7. The devices have find my device feature enabled so that you can locate them via google. See below
- 8. These are the accounts associated with the devices we currently have. You can use the google find my phone from the web to locate devices.

rtagomobile1@gmail.com	2817Canal	
rtagomobile2@gmail.com	2817Canal	
rtagomobile3@gmail.com	2817Canal	
rtagomobile4@gmail.com	2817Canal	

Gmail user id for Cat S48cC RTA-Gomobile1 F Gmail user id for Cat S48cC RTA-Gomobile2 F Gmail user id for Cat S48cC RTA-Gomobile3 F Gmail user id for Cat S48cC RTA-Gomobile4 F





From:

Richard Heausler <rHeausler@labmarferry.com>

Sent:

Sunday, October 18, 2020 6:22 PM

To:

RTA2; Ruiz-Garcia, Jose

Cc:

Joel Casey

Subject:

Re: RTA2 Passenger Ticketing

Jose, please see the below comment regarding tickets.

Richard Heausler (504) 481-2019 Sent from my iPhone

On Oct 18, 2020, at 6:17 PM, RTA2 <RTA2@labmarferry.com> wrote:

Good evening, after almost 1 complete hitch on the RTA2 one of the most tedious jobs for myself and deckhands as well, is explaining the 1 way ticket. People are wanting to pay one time and stay aboard the ferry for a cruise and view of the city. After listening and explaining this concept to tourists and visitors I have come to realize there has to be something better we can do. Possibly putting a "Round Trip" ticket option on the RTA mobile app would be the best option. Deckhands can count people on and then count the people off and we will know how many stayed onboard for the round trip. This is just a suggestion from seeing this come up every watch.

Thanks, Gavin Fayard

Sent from Mail for Windows 10

From:

Richard Heausler <rHeausler@labmarferry.com>

Sent:

Friday, October 23, 2020 9:42 AM

To:

Ruiz-Garcia, Jose

Cc:

Joel Casey; Eric Madison

Subject:

Go Mobile - multiple passes

Jose, one more question on Go Mobile.

When a group shows up with multiple people, we scan the pass with the reader. The concern is that some passengers do not properly list the number of people used on the passes. The customer will buy 4 passes but not properly allocate 4 passes to be used at once.

Any tips on how to re-allocate multiple passes if not properly input from the user?



Richard Heausier General Manager 7320 Patterson Dr. New Orleans, LA 70131 504-309-9524

From:

Wright, Teri

Sent:

Monday, October 26, 2020 12:41 PM

To:

Ruiz-Garcia, Jose

Subject:

Activating multiple tickets/passes

Hello Jose - please see the image below. When passes and tickets are purchased at the same time using the same phone you can activate multiple tickets.

Under use tickets, you will pick the option for the multiple ticket purchase. At the bottom (I highlighted) you will need to increase to the number of tickets you will be using.

Then hit the use tickets option. Please let me know if you have any questions.

Thanks, teri a wright

From:

Jarred Adams < jadams@labmarferry.com>

Sent:

Monday, May 3, 2021 3:27 PM

To:

Ruiz-Garcia, Jose

Cc:

Richard Heausler

Subject:

FW: RTA app

Jose,

We just received the email below from one of the mariners regarding the GoMobile app. I may be late to the discussion with this, but is RTA aware of the challenges that some of our mariners are experiencing with the app?



Jarred L. Adams
Director of HSE
7320 Patterson Dr.
New Orleans, LA 70131
504-309-9667

From: Saudi Williams <saudi_williams@yahoo.com>

Sent: Monday, May 3, 2021 2:41 PM

To: Jarred Adams < jadams@labmarferry.com >; Joel Casey < jcasey@labmarferry.com >; Richard Heausler

<rHeausler@labmarferry.com>

Subject: RTA app

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whomever it may concern,

The RTA app is poorly developed. Not only does it sign customers out on random occasions, but it inconveniences both parties in quite a few ways. For instance, if there's a passenger paying for a party of four and that person purchases four tickets and only happens to activate one by accident, then we can't confirm those other three tickets and we're left with the choice to not let them ride until the timer is depleted. This is problematic because the purpose of the app is to be convenient, but how can it be when it lacks consistency. Even though I highly doubt RTA would lose a significant amount of riders, I can see a minuscule decline in ridership just from the frustration that comes with dealing with the app. The main issue is activating the tickets because if you activate one and meant to activate multiple, then however many tickets we didn't get a confirmation on then that's how many passengers that won't be able to ride. Not only that the timer is set at thirty minutes, meaning they'd have to wait thirty minutes in order to activate the rest of their passes. There's many options to choose from when it comes to purchasing the ticket, and purchasing the wrong ticket happens frequently. I suggest making the app more user friendly. That could simply be combatted by labeling two separate columns: one for bus with all the different bus fare options, and one for the ferry with

all the different fare options. I can assure you that the people who went through this ordeal I've never seen them again, nor waiting for the ferry on the other side to let their pass expire in order to activate more. The most we could do is try to assist customers through the app, but that's limited as ridership increases at times making it difficult, and not only that most passengers make the purchase before even approaching the person collecting. The other issue is the random sign outs which can cause us to be delayed. It wouldn't be a major problem if 60 percent of our daily trips didn't use the app. There's more issues to address concerning the app, but the issues I states seem to be the most recurring.

From:

Casey, Joel

Sent:

Monday, March 22, 2021 3:13 PM

To:

Ruiz-Garcia, Jose; Nash, Chet; Stevens, Sterlin

Cc:

rHeausler

Subject:

Re: Stolen Go mobile device #48005

Ok so now they found it, apparently the security guard picked up for some reason.

Joel Casey Port Captain LabMar Ferry Services 7320 Patterson Drive New Orleans, LA 70131

Ph: 504-309-9524

http://www.norta.com/Maps-Schedules/New-Orleans-Ferry

From: Casey, Joel < jcasey@labmarferry.com> Sent: Monday, March 22, 2021 3:11:14 PM

To: Ruiz-Garcia, Jose jruizgarcia@rtaforward.org; Nash, Chet <Chet.Nash@transdev.com</pre>; Stevens, Sterlin

<sstevens@rtaforward.org>

Cc: rHeausler <rHeausler@labmarferry.com>
Subject: Re: Stolen Go mobile device #48005

We still have 3 spares with one of them (#49001)going on the RTA 2 as soon as they get back to the Westbank.

They still need the pin to open the phone. Not sure if whoever stole can really do anything with it.

Joel Casey Port Captain LabMar Ferry Services 7320 Patterson Drive New Orleans, LA 70131 Ph: 504-309-9524

http://www.norta.com/Maps-Schedules/New-Orleans-Ferry

From: Ruiz-Garcia, Jose < jruizgarcia@rtaforward.org>

Sent: Monday, March 22, 2021 2:52:22 PM

To: Nash, Chet <Chet.Nash@transdev.com>; Stevens, Sterlin <sstevens@rtaforward.org> **Cc:** rHeausler <rHeausler@labmarferry.com>; Casey, Joel <jcasey@labmarferry.com>

Subject: Re: Stolen Go mobile device #48005

Hi,

Not an android user, but is there a Find My Phone-like feature that can help track the device and get Transit Police to assist? Worst case, assume can wipe clean device remotely.

Joel - need any spare validator?

Thanks Jose

Get Outlook for iOS

From: Joel Casey <jcasey@labmarferry.com> Sent: Monday, March 22, 2021 3:40:56 PM

To: Nash, Chet <Chet.Nash@transdev.com>; Stevens, Sterlin <sstevens@rtaforward.org>

Cc: Ruiz-Garcia, Jose < jruizgarcia@rtaforward.org>; Richard Heausler < rHeausler@labmarferry.com>

Subject: Stolen Go mobile device #48005

Chet or Sterlin

RTA 2 just reported a passenger stole one of the Go Mobile devices property control number #48005.



ON-BOARD FARE SYSTEM

Odyssey[®] Validating Farebox

The Genfare Odyssey Validating Farebox integrates passenger fare payment and versatile fare media into a single, secure and reliable device.



The Odyssey delivers reliability by providing a wide variety of traditional and electronic fare media options for passengers and transit agency operators. Odyssey integrates seamlessly with legacy Genfare equipment in addition to the new Fast Fare™ revolutionary farebox, allowing mixed fleets to ensure a smooth transition.

We are in the business of helping people use and manage public transportation systems. We have and will continue to deliver the technology leadership and product innovation you would expect from the company that helped create the industry.

Equipment Highlights

- Accepts a wide range of fare media for rider convenience.
- Passenger display shows transaction status and remaining card value.
- Issues electronic change through on board cash-to-card conversion.
- Push button menu-driven operator control unit is backlit to show transaction status.
- Meets ADA requirements.
- Secure dualport cashbox with built-in electronic identification system.
- Electronic locks and keys provide maximum security for authorized removal of cashboxes.
- Automated tracking of individual cashboxes for revenue auditing.
- Durable stainless steel construction.

Exhibit 100



RESPONDING TO RIDER AND AGENCY NEEDS

Why Odyssey?

- Passenger display shows transaction status and remaining card value.
- Provides change through on board cash-to-card conversion.
- Menu-driven operator control unit is backlit to show transaction status.
- Push-button control for ease of operator use.
- Meets ADA requirements.

Data Collection

- ODBC capabilities with Sybase[®],
 Microsoft[®] SQL or Oracle[®]
- Windows® platform based reporting.
- Exportable data integration with transit authority systems.
- Customizable query and data reports.

Data Transfer

- Wireless probing for data download and list updates.
- Take advantage of existing transit authority Wi-Fi infrastructure or have one provided.
- Infrared probing restricts door opening and cashbox removal to areas under surveillance.

Communication

- Pre-recorded audio messages.
- Optional interface with ITS systems, allowing communication with sign, announcement, AVL and APC systems.

Improved maintenance

- Fast interior access for on demand and preventative maintenance.
- Utilizes modular plug-in subassemblies to ensure trouble-free operation and minimal down time.

Fare Media Acceptance

Smart cards

- Smart cards available in various forms: tags, key chains, fobs, stickers, watches and more.
- All smart cards are ISO 14443 compliant.
- Accepts and issues thin Ultralight[™] or Ultralight C[™] thermal coated cards for short term usage.

Magnetics

- Reads durable 30 mil cards for Period Pass and University ID programs.
- Re-encodes and prints limited use 7 to 15 mil thermal coated cards.

Cash

- Accepts, validates or returns unacceptable coins, tokens and bills.
- Customizable for international coins, tokens and bills.

GENFARE®

Transforming Transit for Tomorrow

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www.genfare.com

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GFI GENFARE

Before You Deposit Your Fare:

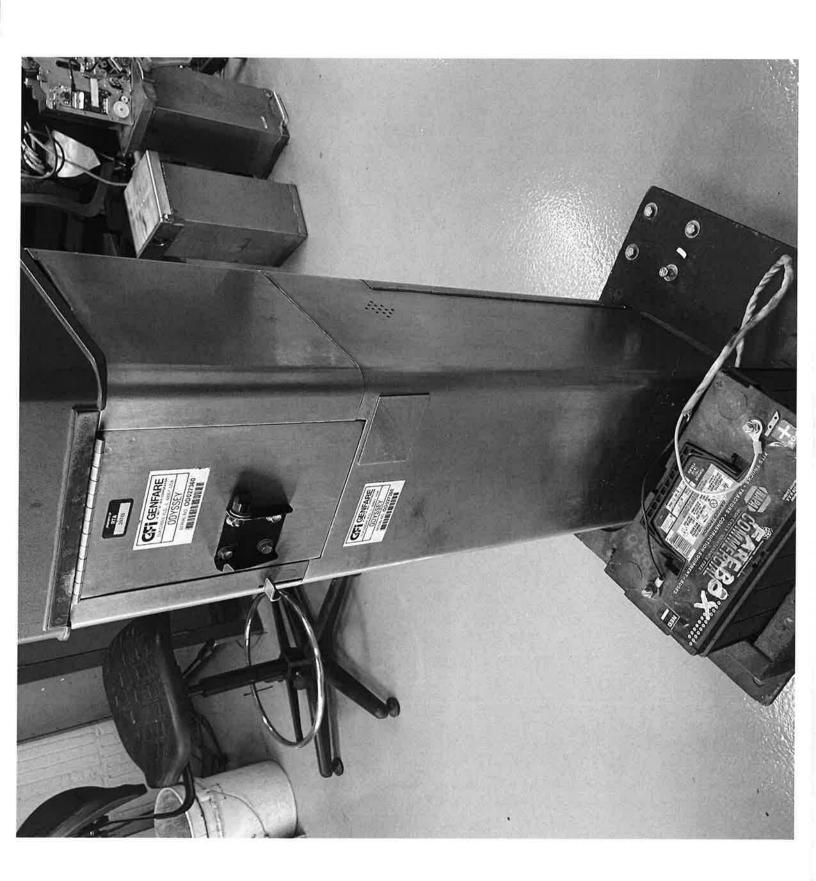
Tell the Driver

1. The TYPE of FARE you want

2. If you have a HALF-FARE card

The state of the s

Exhibit (11)



THE DYNAMIC FARE MANAGEMENT SYSTEM OF THE FUTURE

The fare management platform of the future.

A fully integrated, comprehensive digital solutions suite that delivers total control.

Genfare Link's complete fare management ecosystem delivers the insights and intelligence you need to make an impact on transit operations. It can be configured to meet the specific requirements and budget priorities today and can be expanded to meet future needs.

GENFARE LINK AT A GLANCE

Genfare Link is a comprehensive, digital fare management platform backed by Amazon Web Services. This suite of fully integrated, hardware and software-based solutions that can manage multi-media fare collection and customer service across multiple transit authorllies and modes of transport. It's your single-source resource to achieve complete control over fare management.



MULTI-PAYMENT ENABLEMENT

Genfare offers an unmatched array of fare media solutions. We take care of every component of a commuter's transaction, whether it's buying a ticket, adding fare to that ticket, replacing a lost card or checking the card balance. We can even provide vending machines and retail point-of-sale machines to increase boarding speed and cut down on rider hassle.



RICHER REPORTING AND PLANNING

Genfare Link, provides transit agencies with robust reporting tools to stay up-to-speed on fare collections as well as anticipate future scheduling and maintenance needs. With real-time data right at your fingertips, you can customize reports on rider activities, system status and areas to optimize operations.



GREATER SECURITY, FROM REVENUE TO DATA

Fare collection falls short if you have no way to transfer revenue securely from the farebox to the counting room. Fortunately, Genfare's digital transactions are secure, so the data your agency assimilates for reporting purposes and rider information stays protected.



SEAMLESS IMPLEMENTATION AND COMPATIBILITY

Whether you're looking to Integrate a component or system into your existing platform or turning to us for a turnkey fare management solution. Our solution is fully integrated so that every aspect of the transit process is streamlined and easily tracked.



COMPREHENSIVE CUSTOMER CARE

When you need a question answered or a problem solved, Genfare makes it easy to get in touch with the right people, right away. Genfare is there with the system support and guidance to make your life easier—and make the rider experience more enjoyable.



MOBILE TICKETING

Mobile Link benefits both transit agencies and the riders they serve. The app features real-time status updates, making it easy for vehicles to be rerouted and schedules modified as needed. Commuters can plan their trip—selecting a route, paying for a ticket, and boarding.



- · Reduced Maintenance effort on part of the Agency IT staff
- · Reduced effort on the part of the Agency Maintenance team
- · Reduced fraud with the use of Smart Card Technology
- · Balance protection for the Riders
- · Automatic Replenishment

FARE MEDIA

The history and evolution of fare media has changed the way the public sees transportation.

These technology advances leads to consumer adoption and ultimately provides a wider range of media options and conveniences when utilizing public transportation.

- · Cash (coins and bill)
- Tokens
- Magnetics
- Smartcards
- Mobile payment
- Credit Cards



FARE DEVICES



(https://www.genfare.com/products/fast-fare-e/)

FAST FARE FAST FARE-E ODYSSEY PLUS
(HTTPS://WWW.GENFARE.COM/PRODUCTS/FASHTFTPS://WWW.GENFARE.COM/PRODUCTS/
FARE/) FARE-E/) PLUS/)

VIEW PRODUCTS (/FARE-MANAGEMENT-SOLUTIONS/GENFARE-LINK/PAYMENT-DEVICES/)



CAPITAL DISTRICT TRANSPORTATION AUTHORITY (CDTA)

Albany, New York

When CDTA was looking to simplify and upgrade their fare payment, Genfare stepped up to the challenge. With custom software, smart cards, mobile payment, and POS devices that greatly improved their fare payment systems, CDTA was named the Best Mid-Size Public Transportation System in North America by the American Public Transportation Association (APTA).

READ THE FULL CASE STUDY →

MANAGE FARE COLLECTION FASTER, SMARTER AND BETTER WITH GENFARE.

Genfare is committed to helping your agency adapt to the needs of the future. We have a representative ready to assist you in taking your fare collection solution to the next level.

CONTACT A REP [HTTPS://WWW.GENFARE.COM/CONTACT/]

GENFARE is a division of

800 Arthur Avenue, Elk Grove Village, IL 60007 Customer Care | 847.871.1231 Fare Collection Solutions (/fare-management-solutions/)

Fare Collection Case Studies for Transit Agencies

(https://www.genfare.com/case-studies/)

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Careers (https://www.genfare.com/careers/)

Customer Updates

(/post/category/customer-updates/)

FAQs (https://www.genfare.com/faqs/)

Training (/training/)

Return Authorization (/return-authorization/)

Support Contracts (/support-contracts/)

Employee Login

(https://www.genfare.com/wp-login.php?

itsec-hb-token=getwplogin)

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| Cookles (https://www.spx.com/spx-cookle-policy/)| About SPX (https://www.spx.com/)| Genfare on Linkedin (https://www.linkedin.com/company/genfare/)

Handheld Ticket Validators (HHTVs)



The HHTV can validate mobile ticketing, other barcoded fare documents, smart cards, and magnetic cards. It can also accept payment and issued barcoded tickets using a belt-mounted Bluetooth printer. The HHID is easy to use and requires minimal training.

HHID features include:

- Inspector login. To operate the HHID, conductors must enter a login credential validated online against the login table maintained on Genfare Link.
- Fare media validation. Cards and tickets are validated in the following manner:
 - Smart cards are validated against the journal entries encoded on each card (the card's last 10 transactions are recorded). Cards having a record of a successful transaction within a NORTA-determined period of time (default 24 hours) are considered valid.
 - Barcoded tickets are validated against the encrypted data encoded in the barcode, including the expiration date/time encoded when the ticket is activated.
 - Magnetic cards are validated against the data encoded on the stripe, which uses a binary format proprietary to Genfare.

Valid cards are indicated by a green indication, invalid cards by red indication.

- Optional ticket sales. The HHID can be optionally configured to issue a barcoded ticket from the Bluetooth printer upon receipt of payment from the rider this may be desirable when inspectors encounter riders without a valid farecard. Payment can be accepted in the form of either bankcard or cash. Bankcard transactions must be authorized by the payment gateway; the HHID must be online for this purpose for PCI compliance. The inspector handles cash manually.
- **Additional features.** The inspector can use the Bluetooth printer to generate a remittance report at the end of a shift.
- **Central reporting.** All HHID inspections and other activity are individually logged and transmitted periodically to Genfare Link via either Wi-Fi or 3G/4G cellular data link depending on availability, and centrally stored for reporting purposes.

OFF-BOARD FARE SYSTEM

Vendstar-4® Vending System

Vendstar-4 is a self-service ticket vending system that provides riders with ultimate payment flexibility while maintaining a reliable ticketing experience.





Vendstar-4 true to its name is a quick 3-step process designed for the rider to ensure ease of use and convenience. The customer interface menu is brightly lit providing visibility in all conditions and equipped to be configurable at the agency level. English and Spanish audio message and display settings come standard with the option for additional languages.

This secure vending system addresses the need for flexibility and reliability for riders and agencies. Rapid acceptance of credit cards, debit cards, bill and coin payments assure to speed up the ticketing and boarding process. The Vendstar-4 design is a solid independent system but is also compatible with a full network of ticket vending systems such as Vendstar-e®.

Highlights:

Fare Media Acceptance

- Supports a full range of smart cards and magnetics including: DESfire™ EV1, MIFARE™ Classic, thin Ultralight™ and Ultralight™ C.
- Accepts and validates coins and bills.
- Purchase or recharge smart cards.
- Supports a full range of ticket types based on agency fare structures.

Maintenance

- Low maintenance service and quick site visits.
- Generates audit tickets following module replacement.
- Forced air ventilation for cooling and optional heater for cold weather.
- Washlight illuminates front panel interior when door is open.
- Indoor and outdoor use (canopy recommend for outdoor use).



RESPONDING TO RIDER AND AGENCY NEEDS

Why Vendstar-4?

- The versatility to accept coins, bills, smart cards, credit and debit cards.
- Designed from the ground up to be safe and secure.
- Allows riders to purchase tickets and passes at their convenience.
- Integrates seamlessly with the full line of Genfare vending systems.

The Value of Security:

- Multipoint front door locking system.
- High decibel alarm sounds when shock or vibration is detected.
- Real-time alarm notifications to central office when networked.
- Electronic ID tracks removal and replacement of ticket modules.
- Convenient smart card employee access control.
- Secure stainless steel construction with vandal resistant finish.

Ticketing and Receipts:

- Accepts major credit and debit cards via ethernet or fiber optic network.
- Records individual sales, events and cumulative totals.
- Consolidates transactions and events in a central database.
- Uploads data to central office.
- Offers standard and customer reporting capabilities.

Data Collection:

- Accepts major credit and debit cards via ethernet or fiber optic network.
- Records individual sales, events and cumulative totals.
- Consolidates transactions and events in a central database.
- Uploads data to central office.
- Offers standard and customer reporting capabilities.

GENFARE

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MOBILE TICKETING SOLUTION

An innovative and intuitive mobile payment solution.

Mobile Link is an innovative and intuitive mobile payment ticketing solution that integrates with Genfare's hardware. It's available for both iOS and Android and can be easily downloaded by your riders directly from their phone's app store.

BENEFITS OF MOBILE LINK

Genfare Mobile Link was designed for improving efficiencies for transit agencies, their partners and riders through its "Plan, Pay, and Board" principle. The focus of this principle offers the transit agency simplicity and automation in three categories: ease and convenience of better information for riders planning a trip, improved purchasing capabilities and efficiencies, and automatic boarding documentation served up electronically.

PLAN YOUR TRIP

- After downloading the Mobile Link app, set-up your account using the simple and intuitive app interface.
- Users have the option to register and create a new account, login to an
 existing account, or checkout as a guest.
- Plan your trip through the Google Trip Planner, which provides point-topoint navigation, geo-location and leads you through a trip itinerary.
- Get real-time schedules and traffic alerts so you can predict the arrival of the next bus.
- Personalize your mobile app dashboard with your tickets, schedules, maps and alerts. All the information you need is right at your fingertips.



PORTERVILLE TRANSIT

"We really wanted an account-based smart card system, allowing passengers the convenience to manage their mobile transit wallet from their phone or a desktop, at work or from home. We wanted riders to have those convenient choices rather than having to come in to the transit center to get their smart card uploaded with a new bus pass or a ticket."

LEARN MORE ABOUT THIS PROJECT →





PAY FOR YOUR TRIP

- After you've found your route, select the type of fare pass you need and proceed to the secure payment portal.
- Enter your payment information and your fare is automatically saved to your "ticket wallet.

BOARD YOUR VEHICLE

- Once your tickets have been purchased, you're ready to board! Activate your tickets for electronic or visual validation.
- Visual Validation: Show the driver your pass on your phone. There is a timer on the pass and a rotation color combination in the background to confirm the usage.
- Electronic Validation: Validate your pass electronically by scanning the barcode on a Fast Fare device. The barcode is encrypted to be read by the Fast Fare's scanner and is available both on- and off-line.



"Many parents of students wanted a more convenient way to buy bus passes for their children. They didn't want to reload their cards at a transit center. They wanted it all online – and on their mobile devices. Mobile Link did that perfectly."

RICHARD TREE, TRANSIT MANAGER, PORTERVILLE, CA

MANAGE FARE COLLECTION FASTER, SMARTER AND BETTER WITH GENFARE.

Looking to implement an affordable mobile ticketing solution at your transit agency?

CONTACT A REP (/CONTACT/)

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Customer Care | 847.871.1231

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Customer Updates

solutions/)

(/post/category/customer-updates/)

Fare Collection Case Studies for Transit Agencies

FAQs (https://www.genfare.com/faqs/)

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contracts/)

Careers (https://www.genfare.com/careers/)

Employee Login

(https://www.genfare.com/wp-

login.php?itsec-hb-token=getwplogin)

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DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	LA-90-X413-00	
Temporary Application Number	LA-90-X413-00	
Award Name	Automated Ferry Fare Collection	
Award Status	Active (Executed)	
Award Budget Number	1	

Part 1: Recipient Information

Name: LOUISIANA DEPARTMENT OF TRANSPORTATION &	
DEVELOPMENT	

Recipient	Recipient OST	Recipient Alias	Recipient
ID	Type		DUNS
1562	State Agency	LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT	027568364

Location Type	Address	City	State	Zip
Headquarters	1201 CAPITOL ACCESS RD	BATON ROUGE	LA	70802
Physical Address	1201 CAPITOL ACCESS RD	BATON ROUGE	LA	70802
Mailing Address	1201 CAPITOL ACCESS ROAD	BATON ROUGE	LA	70802

Union Information

Union Name	NONE	
Address 1		
Address 2		
City		
State		
Zipcode	00000	
Contact Name		

Telephone		
Fax	00000	
E-mail		
Website		

Part 2: Award Information

Title: Automated Ferry Fare Collection

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
LA-90-X413-00	Active (Executed)	Grant	2/27/2014	2/27/2014	Yes

Award Executive Summary

This application is for the 2012 Apportionment in the amount of \$697,891 Federal/\$872,364 Total Eligible Cost:

Project Details: This project includes design and construction of an automated fare collection system for the New Orleans Ferries, and will include installation of vending and fare collection systems in the ferry terminals and boats at Chalmette/Lower Algiers and Canal Street/Algiers Point. This project was selected as part of future planning to facilitate the collection of increased fares to generate revenues to sustain ferry services.

Ferry tolls are currently collected by hand. The intent of this project is to install automated fare collection systems at the ferry terminals/landing which will include fare-boxes, turn-styles, and kiosks. The awarded contractor will provide all equipment and installation. System installations will be performed at 2 ferry terminals and 2 ferry landings (4 locations total) and will included approximately 6-8 fare-boxes. Exact number and type of system components will be accomplished during the design. The design of the system has not yet been accomplished, that is that the intended use of some of the grant funding is. As such, final determination of the configuration has not yet been determined and sketches or layouts of the proposed installation cannot yet be provided. This information can be provided as soon as the design phase is completed. Local match will come from prior toll revenue and state appropriated funds.

Frequency of Milestone Progress Reports (MPR) Annual

Frequency of Federal Financial Reports (FFR) Annual

Pre-Award Authority

This award is not using Pre-Award Authority.

Will this Grant be using Lapsing Funds?

No Selection Made

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

New 220260 Orleans, 2012.25.90.91.2 LA	00	Urbanized Area Formula Grants	\$697,891	\$697,891	
--	----	----------------------------------	-----------	-----------	--

Part 3: Project Information

Project Title: Automated Ferry Fare Collection							
Project Number Temporary Project Number Date Created Start Date End Date							
LA-90-X413-00	N/A	2/27/2014	8/19/2013	11/30/2014			

Security

No -- We will not expend at least 1% of the 5307 funds in this grant application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name	
220260	New Orleans, LA	

Congressional District Information

State	District	Representative
Louisiana	1	Steve Scalise
Louisiana	2	Cedric L Richmond
Louisiana	3	Charles W Boustany
Louisiana	4	John Fleming
Louisiana	5	Ralph L Abraham
Louisiana	6	Garret Graves
Louisiana	7	ReDist N/A 2010 REDISTRICTED

Project Budget Activity Line Items

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS	11 33 06	CONSTRUCT - STATIONARY BUS	CONSTRUCT - STATIONARY BUS	n
(113-00)	11.00.00	FARE COLL EQUIP	FARE COLL EQUIP	J

Budget Activity Line Item: 11.33.06 - CONSTRUCT - STATIONARY FERRY FARE COLL EQUIP

Extended Budget Description

12/12/2014: Moved funds to reflect actual contract amounts. SMH

Award Point of Contact Information

FTA Point of Contact Laura Wallace 817-978-0561
Recipient Point of Contact Donna Lavigne 225-379-3055

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	\$697,891
Local			\$174,473
State			\$0
Other Federal			\$0
Total Eligible Cost			\$872,364
Adjustment Amount			\$0
Gross Award Cost			\$872,364

Award Budget

	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
113-00	BUS - STATION/STOPS/TERMINALS	\$697,891.00	\$174,473.00	\$872,364.00	0
	ENG/DESIGN - STATIONARY FERRY FARE COLL EQUIP	\$125,488.00	\$31,371.00	\$156,859.00	0
	CONSTRUCT - STATIONARY FERRY FARE COLL EQUIP	\$572,403.00	\$143,102.00	\$715,505.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

UZA	Area	Account Class	FPC Description	Amendment	Cumulative
Code	Name	Code		Amount	Amount

This project includes design and construction of an automated fare collection system for the New Orleans Ferries, and will include installation of vending and fare collection systems in the ferry terminals and boats at Chalmette/Lower Algiers and Canal Street/Algiers Point. This project was selected as part of future planning to facilitate the collection of increased fares to generate revenues to sustain ferry services

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	\$572,403
Non-FTA Amount			\$143,102
Total Eligible Cost			\$715,505

Milestone Name	Est. Completion Date	Description
RFP/IFB Issued	8/19/2013	Task order initiated through existing retainer contract
Contract Award	3/1/2014	
Contract Complete	11/30/2014	

Budget Activity Line Item: 11.31.06 - ENG/DESIGN - STATIONARY FERRY FARE COLL EQUIP

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS - STATION/STOPS/TERMINALS (113-00)	11.31.06	ENG/DESIGN - STATIONARY BUS FARE COLL EQUIP	ENG/DESIGN - STATIONARY BUS FARE COLL EQUIP	0

Extended Budget Description

12/12/2014: Moved funds to reflect actual contract amounts. SMH

This project includes design and construction of an automated fare collection system for the New Orleans Ferries, and will include installation of vending and fare collection systems in the ferry terminals and boats at Chalmette/Lower Algiers and Canal Street/Algiers Point. This project was selected as part of future planning to facilitate the collection of increased fares to generate revenues to sustain ferry services

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	\$125,488
Non-FTA Amount			\$31,371
Total Eligible Cost			\$156,859

Milestone Name Est. Completion Date	Description
-------------------------------------	-------------

RFP/IFB Issued	5/14/2014	
Contract Award	7/1/2014	
Contract Complete	11/30/2014	

Project Environmental Findings

Finding: Class 2C

Class Level Description

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.33.06	CONSTRUCT - STATIONARY FERRY FARE COLL EQUIP	0	\$572,403.00	\$715,505.00
Finding: Class 2C					

Class Level Description

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS - STATION/STOPS/TERMINALS (113-00)	11.31.06	ENG/DESIGN - STATIONARY FERRY FARE COLL EQUIP	0	\$125,488.00	\$156,859.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

DOL Certification

Comment By Laura C Wallace

Comment Type

DOL Review for Certification

Date

1/8/2014

Project Title

Automated Ferry Fare Collection

Project Number

LA-90-X413-00

The DOTD does have a general agreement with the AFSCME (attached) and there are some employees who belong to the union at their own discretion.

The Federal Transit Administration's (FTA) projected timetable for acting upon the subject grant is 35 days from the date of this application. In order to meet that timetable, Department of Labor certification is requested no later than two weeks prior to that date. We request that DOL fax the 13(c) certifications when they have been issued, as the mail delay can be a week or more. Please establish a time schedule for negotiations pursuant to 29 DFR 215.3(d). Based on the time deadlines in the December 7, 1995, DOL guidelines, please advise us of the 49 USC sec. 5333(b) terms and conditions for inclusion in the grant contract.

Comment

Person to notify at FTA: Laura C. Wallace, Community Planner

819 Taylor Street, Room 8A36 Fort Worth, Texas 76102 Phone: (817) 978-0561 Fax: (817) 978-0575

laura.wallace@dot.gov

Grantee Contact: Ms. Donna Lavigne, Louisiana Department of Transportation and

Development. (225) 379-3055. Donna.Lavigne@la.gov

FTA Review Internal Comments

Comment By Laura C Wallace

Comment Type

Environmental Concurrence

Date

1/8/2014

Project Title

Automated Ferry Fare Collection

Project

Number

LA-90-X413-00

Comment

Approval Stamp 1/8/2014

Comment By Rebecca U Tanrath

Comment

Туре

General Application

Date

2/7/2014

Project Title

Automated Ferry Fare Collection

Project

Number

LA-90-X413-00

Comment

The grantee's Title VI program expires 3/31/014. However, the grantee is requesting an extension to submit the program; awaiting approval from FTA. Their DBE program was concurred and both EEO program and DBE goal are IN REVIEW status. The Office of

Civil Rights concurs in the approval of this grant.

Comment By Rebecca U Tanrath

Comment

Type

Civil Rights Concurrence

Date

2/7/2014

Project Title

Automated Ferry Fare Collection

Project

Number

LA-90-X413-00

Comment

Approval Stamp 2/7/2014

Comment By Laura C Wallace

Comment

Type

Planning Concurrence

Date

2/24/2014

Project Title

Automated Ferry Fare Collection

Project

Number

LA-90-X413-00

Comment

Approval Stamp 2/24/2014

Comment By Laura C Wallace

Comment

Type

Initial Review

Date

2/24/2014

Project Title

Automated Ferry Fare Collection

Project Number

LA-90-X413-00

Comment

Approval Stamp 9/24/2013

Comment By Suleman Shoaib

Comment

Type

Technical Concurrence

Date

2/24/2014

Project Title

Automated Ferry Fare Collection

Project

Number

LA-90-X413-00

Comment

Approval Stamp 2/24/2014

Comment By Donald Koski

Comment

Type

General Application

Date

3/31/2014

Project Title

Automated Ferry Fare Collection

Project Number

LA-90-X413-00

Comment

Application Complete 3/31/2014

Comment By Donald Koski

Comment

Туре

Initial Review

Date

3/31/2014

Project Title

Automated Ferry Fare Collection

Project

Number

LA-90-X413-00

Comment

Approval Stamp 3/31/2014

Comment By Eldridge Onco

Comment

Type

Legal Concurrence

Date

4/1/2014

Project Title

Automated Ferry Fare Collection

Project Number

LA-90-X413-00

Comment

Approval Stamp 4/1/2014

Comment By Robert C Patrick

Comment

Туре

RA Concurrence

Date

4/1/2014

Project Title

Automated Ferry Fare Collection

Project

Number

LA-90-X413-00

Comment

Approval Stamp 4/1/2014

Application Review Comments

Comment By Laura C Wallace

Comment

General Application

Type Date

1/8/2014

Project Title

Automated Ferry Fare Collection

Project Number

LA-90-X413-00

Comment

This grant meets all environmental requirements.

Comment By Suleman Shoaib

Comment

General Application

Type Date

2/13/2014

Project Title

Automated Ferry Fare Collection

Project Number

LA-90-X413-00

It is not clear what is being built. Is it the plan to build a structure to house the fare collection equipment at the ferry sites? Please provide more information on the engineering and construction aspect of fare collection structure, such as site location, proposed layout, any architectural sketches. Also, provide engineering estimates and milestones.

Comment

The grantee has indicated that it will be a turnkey operation and contractor will provide fare collection machines and perform all construction needed.

The grantee is reminded to be aware of third party and buy america requirements.

Review of this portion of the grant is complete.

Comment By Laura C Wallace

Comment

Туре

General Application

Date

2/26/2014

Project Title

Automated Ferry Fare Collection

Project Number

LA-90-X413-00

Comment

This grant mees all planning requirements.

Application Review Comments

Comment By Robert C Patrick

Comment

Туре

FTA Budget Revision

Date

4/1/2014

Comment

Comment By Linda G Kemp

Comment Type

FTA Budget Revision

Date

12/15/2014

Comment

Moving \$3956 from construction to engineering/design lk

Application Conditions

Entered By	Eldridge Onco
Condition Type	Special Conditions
Date	4/1/2014
Project Title	Automated Ferry Fare Collection
Project Number	LA-90-X413-00
Condition	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated March 26, 2014, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Part 6: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-20, October 1, 2013)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

(1) "Federal Transit Administration Master Agreement," FTA MA(20), October 1, 2013, http://www.fta.dot.gov/documents/20-Master.pdf

(2) The Certifications and Assurances applicable to the Project that the Recipient has selected and

provided to FTA, and

(3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

Recipient Information

Recipient Name: LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

Award Information

Award Number: LA-90-X413-00

Award Name: Automated Ferry Fare Collection

Award Executive Summary: This application is for the 2012 Apportionment in the amount of \$697,891 Federal/\$872,364 Total Eligible Cost:

Project Details: This project includes design and construction of an automated fare collection system for the New Orleans Ferries, and will include installation of vending and fare collection systems in the ferry terminals and boats at Chalmette/Lower Algiers and Canal Street/Algiers Point. This project was selected as part of future planning to facilitate the collection of increased fares to generate revenues to sustain ferry services.

Ferry tolls are currently collected by hand. The intent of this project is to install automated fare collection systems at the ferry terminals/landing which will include fare-boxes, turn-styles, and kiosks. The awarded contractor will provide all equipment and installation. System installations will be performed at 2 ferry terminals and 2 ferry landings (4 locations total) and will included approximately 6-8 fare-boxes. Exact number and type of system components will be accomplished during the design. The design of the system has not yet been accomplished, that is that the intended use of some of the grant funding is. As such, final determination of the configuration has not yet been determined and sketches or layouts of the proposed installation cannot yet be provided. This information can be provided as soon as the design phase is completed. Local match will come from prior toll revenue and state appropriated funds.

Total Award Eligible Cost: \$872,364.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - Urbanized Area Formula (FY2006 forward)	5307-2	20507	\$697,891
Local			\$174,473

State	\$0
Other Federal	\$0
Total Eligible Cost	\$872,364
Adjustment Amount	\$0
Gross Award Cost	\$872,364

Maximum Percentage(s) of FTA Participation

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

Comment By	Eldridge Onco
Comment Type	Special Conditions
Date	4/1/2014
Project Title	Automated Ferry Fare Collection
Project Number	LA-90-X413-00
Comment	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated March 26, 2014, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Awarded By:
Robert C Patrick
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info:
Award Date:4/1/2014

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or

the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed By:
Donna Lavigne
Public Transportation Assistant Administ
LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT
4/2/2014

AMENDMENT NO. 8 TO COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

AND

REGIONAL TRANSIT AUTHORITY 2817 CANAL STREET NEW ORLEANS, LOUISIANA

ORLEANS, JEFFERSON, & ST. BERNARD PARISHES RFx # 30000001294

WHEREAS, Article VII, Section 14(C) of the Constitution of the State of Louisiana, provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, Article VI, Section 20 of the Constitution of the State of Louisiana provides that a political subdivision may exercise and perform any authorized power and function, including financing, jointly or in cooperation with one or more political subdivisions, either within or without the state, or with the United States or its agencies; and

WHEREAS, Sub-Part A, Part VII, Chapter 2 of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:1321, et seq.) ("Local Services Law"), provides that political subdivisions may engage jointly in the construction, acquisition or improvement of any public project or improvement, the promotion of and maintenance of any undertaking or the exercise of any power, provided at least one of the participants is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking; and

WHEREAS, under the Local Services Law such arrangement may provide for the joint use of funds, facilities, personnel or property or any combination thereof necessary to accomplish the purpose of the CEA, and such agreements may include but are not limited to activities

Amendment No. 8 New Orleans Ferry Services Orleans, Jefferson, St. Bernard Parishes Page 2 of 5

concerning the improvement, operation, repair and maintenance of public assets to improvements; and

WHEREAS, DOTD and RTA have determined that the Ferry Services contemplated in the CEA constitute a public purpose within the meaning of Article VII, Section 14(C) of the Constitution of the State of Louisiana and have specifically determined that the continuance of ferry services for public transit is an essential public purpose, whereby the ferry services provide a critical portion of transit in the region; and

WHEREAS, the parties hereto wish to cooperate for the purposes of a) efficient operation, improvement, management, and administration of the ferry lines designated in the CEA; and b) maintaining access to the designated ferry lines in accordance with the terms of the CEA

WHEREAS, Federal Transit Administration (FTA) grant monies are available for the funding of certain capital improvement projects in furtherance of the purposes of the CEA; and

WHEREAS, the parties wish to utilize the available FTA grant monies for completion of two projects, namely, an Automated Ferry Fare Collection System improvements which are authorized under State Project Number H.010968; and repower, dry dock, improvements, and maintenance of the M/V Neville Levy; and

WHEREAS, the DOTD and RTA acknowledge and agree that this Amendment No. 8 in no way impacts or amends the CEA, except as otherwise provided herein.

NOW THEREFORE BE IT RESOLVED, in consideration of the foregoing, the Parties hereby stipulate and agree to supplement and amend the Agreement as follows:

AMENDMENT PROVISIONS

I.

Article III, Section 3.5 is amended to add the following:

Furthermore, the parties expressly agree that, with regard to the following improvement projects, which are to be funded in part from certain FTA Grant monies, RTA shall have sole responsibility to develop specifications, advertise, contract, and administer each project in accordance with RTA standard procedures and all applicable state and federal contracting requirements:

Project	FTA Grant No.	Federal Funds	State HB2 Ferry Funds	Total Funds
Automated ferry fare collection, State Project No. H.010968	LA-90-X413	\$590,209.00	\$147,553.00	\$737,762.00
M/V Neville Levy repower, dry dock, improvements, and maintenance, State Project No.	LA-70-X003 LA-90-X401	\$1,523,000.00 \$108,347.00	\$407,837.00	\$2,039,184.00

II,

The Statement of Capital Funds for Vessel Improvements in attached Exhibit "F", as referenced in Article III, Section 3.3, is amended as to read as follows:

The DOTD offers as part of this agreement, not to exceed the following amounts for a new ferry or capital investment in existing ferries. The work performed with these funds will have to be eligible for federal funding, and except as otherwise provided in Article III, Section 3.5, DOTD will have to administer the work.

III.

The table entitled Capital (One Time Funding) in attached Exhibit "F" is amended to add the following:

\$2,039,184 – FTA 5307 Grants (includes local matching from DOTD).

IV.

The Statement of Capital Funds for Facility Improvements in attached Exhibit "G", as referenced in Article III, Section 3.4, is amended as to read as follows:

The DOTD offers as part of this agreement, not to exceed the following amounts for a new ferry or capital investment in existing ferries. The work performed with these funds will have to be eligible for federal funding, and except as otherwise provided in Article III, Section 3.5, DOTD will have to administer the work.

Amendment No. 8 New Orleans Ferry Services Orleans, Jefferson, St. Bernard Parishes Page 4 of 5

V.

The table entitled Capital (One Time Funding) in attached Exhibit "G" is amended to add the following:

\$737,762.00 - FTA 5307 Grants (includes local matching from DOTD).

VI.

DOTD and RTA agree that all provisions of the above-referenced CEA, dated February 16, 2014, as well as Amendment Nos. 1 through 7, to the extent not inconsistent with this Amendment No. 8, shall remain in full force and effect.

(The remainder of this page intentionally left blank.)

Amendment No. 8 New Orleans Ferry Services Orleans, Jefferson, St. Bernard Parishes Page 5 of 5

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first written above.

WITNESSES:	REGIONAL TRANSIT AUTHORITY
Printed Name	Alex Z. Wigger, (E()) Printed Name / Title
Printed Name	
WITNESSES:	STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
Jacks !	
Printed Name	Vincent hartro / AM Se. of OP Printed Name / Title
Betty Griffith	
Betty Griffith Printed Name	

RECOMMENDED FOR APPROVAL

Division Head

GENFARE 38

Genfare A Division of SPX Corporation 800 Arthur Ave

Elk Grove Village, IL 60007

Ph: (847) 593-8855 Fax:(847) 758-4998

Sales Quotation

Page 1 of 4

Information Sales Quote No.

5034439 **Document Date** 06/14/2021 Customer No. 1906 Currency USD

Contact Name Craig Toomey 504-827-8389 Phone

FAX

EMAIL ctoomey@rtaforward.org

Validity Start Date 06/14/2021 Validity End Date 12/31/2021 Req Ship Date 10/29/2021

Ship-To-Party

Sold-To-Party

2817 Canal Street

Craig Toomey

Regional Transit Authority

Regional Transit Authority

New Orleans LA 70119

Craig Toomey 2817 Canal Street New Orleans LA 70119

End User

Regional Transit Authority

Craig Toomey 2817 Canal Street New Orleans LA 70119

Item	Material	Quantity	Price	Amount
10	GL-02	1 EA	127,050.00 USD	127,050.00
	GENFARE LINK TIER	2		
20	GL-SUB	1 EA	25,410.00 USD	25,410.00
	GENFARE LINK, ANN	IUAL SUBSCRIPTION		
Y	ear Subscription & Ho	sting Year 1		
50	D30900-0001	6 EA	61,605.00 USD	369,630.00
	G/A VENDSTAR 4			
60	INSTALL	6 EA	1,880.00 USD	11,280.00
	Install - TVM			
70	SPARES	1 EA	77,020.00 USD	77,020.00
	SPARES			
80	WARRANTY	6 EA	0.00	
	1st YEAR WARRANT	Y - No Charge		
110	TR-TVM02	1 EA	3,750.00 USD	3,750.00
	TRAINING, TVM (CUS	STOMER SITE)		
	his price is for up to 10 ocation.	0 attendees for a two (2) da	y maintenance training sess	on on site at customer

Customer Signature:		Date:	
Signature:	yPurnell	Date : 08/19/2021	
Sales Representative:	Roy Purnell	Phone : 336-273-0454	
Email:	roy.purnell@spx.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.

Page 2 of 4

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Ship-To-Party
Regional Transit Authority
Craig Toomey
2817 Canal Street

New Orleans LA 70119

Information
Sales Quote No. 5034439

5034439 06/14/2021

Document Date Customer No. Currency

1906 USD

Contact Name Craig Toomey **Phone** 504-827-8389

FAX EMAIL

ctoomey@rtaforward.org

Validity Start Date 06/14/2021 Validity End Date 12/31/2021 Req Ship Date 10/29/2021

End User

Regional Transit Authority

Craig Toomey 2817 Canal Street New Orleans LA 70119

Item	Material	Quantity	Price	Amount
120	A30880-0001	18 EA	3,800.00 USD	68,400.00
	SCANNER, LINEA PRO 7			
f	Hand Held Validator - Scanner or Handheld Validator. HHU is passes. Can not write to magr	capable of accep	# A30880-0001). Also includes Ge oting credit/debit cards. Also can I only capability.	nfare Bluetooth Printer read Period Magnetic
130	ML-ELEC MOBILE LINK-ELECTRONC	1 EA /ALIDATION	30,000.00 USD	30,000.00
140	PROGRAM MANAGEMENT Program Management	1 EA	20,000.00 USD	20,000.00
150	FREIGHT Freight	1 EA	3,000.00 USD	3,000.00
	Gross Value:		Management	735,540.00
	Total Tax: Final Amount:			735,540.00

Customer Signature:		Date:
Signature:	yPurnell	Date: 08/19/2021
Sales Representative: Email:	Roy Purnell roy.purnell@spx.com	Phone: 336-273-0454

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TERMS AND CONDITIONS OF SALE

- 1, GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any licensed Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in pracedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software, Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE, Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement, Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement, No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason; Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.
- 2. SHIPPING & INSURANCE. Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.
- 3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.
- 4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FO8 Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.
- 5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.
- 6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product; or (B) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

- 7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.
- $\boldsymbol{8}_{*}$ CANCELLATION. If Customer cancels an Agreement before the

Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 50%, In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will relimburse Genfare for (i) Genfare's expanses incurred to fulfil the order through the cancellation date, including, without limitation, materials and labor, If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor, Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

- 9. FORCE MAJEURE. To the extend that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.
- 10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.
- 11. WARRANTY. All Products are covered by Genfare's Standard

Warranty as described in Atlachment A atlached hereto and incorporated herein,

- 12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.
- 13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. It Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.
- 14. INSURANCE. Genfare shall maintain insurance coverage

consistent with its existing programs but shall not name Customer as an additional insured not will Genfare or its insurers be obligated to waive any rights of subregation Genfare or such insurers may have against Customer or its affliates.

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.
- 1.2This 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.
- 1.3The "Warranty Period" shall begin on the earliest of (a) the date of delivery of 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:
- 2.2Customer 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.
- 2.3A failure is defined as a malfunction of a given device or component in the Equipment that renders the Equipment inoperative and/or unsuitable for the intended purpose.
- 2.41 is understood that Genfere 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 bean 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) cosmelic 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.
- 7.1THE 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.
- 7.2EXCEPT 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.