



SCOPE OF WORK
PROPOSED TO
NORTA
FOR
LATEST MODEL
CLEVERVISION SPARE SIGNS

JANUARY 4, 2024



300 Crossways Park Drive
Woodbury, New York 11797



516-433-6100



www.cleverdevices.com

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1 INTRODUCTION

Clever Devices proposes the following scope of work for NORTA to provide five (5) spare “kits” of our latest model Gen 2 CleverVision signs for use on NORTA Streetcars. In the sections below, we outline the proposed solution, general project tasks, and responsibilities. Project details will be agreed upon with NORTA, and further documentation will be provided with the signing of a Purchase Order (PO). Section 4 contains the proposed pricing and terms of sale for this solution.

2 PROJECT DESCRIPTION

NORTA has Gen1 37" CleverVision signs installed on the streetcars, which use IVN-Rs. The Gen1 CV product is no longer supported and although NORTA has a few remaining spares, they want to acquire additional current generation 2 replacement kits, in order to convert some of the streetcar installations in anticipation of any issues.

Unfortunately, due to incompatibility with cabling, interfaces, and bracketry, Gen 2 signs cannot be directly swapped in for Gen 1 signs. Additional cabling, interfaces and potentially newly designed brackets will be required to perform the replacement. Furthermore, it is important to note that Gen 1 and Gen 2 signs cannot be mixed on the same vehicle/installation. If a Gen1 sign is replaced with a Gen 2 spare, both signs on the vehicle will need to be replaced. In other words, if the Gen 1 Primary sign or Secondary sign fails on a Streetcar, and NORTA does not have any Gen 1 spares remaining, it would be necessary to replace BOTH signs and all bracketry and necessary cabling with the Gen 2 Retrofit Kit. As a side note, this would add another Gen 1 sign (whichever one that was still working) to the Spare Pool.

For compatibility with the IVN-R units onboard the Streetcars, the Gen 2 CleverVision solution will require one (1) Primary sign with controller processor, and one (1) secondary sign. The following Gen 2 sign part numbers will be provided:

- 241-300-37PB00 Primary 60G
- 241-300-37SB00 Secondary

For the Engineering Work portion of the project, Clever Devices Application Engineers will travel to NORTA to perform Bus Type Engineering (BTE). This will entail inspecting the current installation and design on the three (3) distinct Streetcar types. At this time the necessary harness cable adaptations and replacements required to support the Gen 2 replacement signs will be determined and finalized so that they can be properly built for the spare kits.

Our understanding is the installation bracket for the signs is slightly different on each of the Streetcar types. Currently, without doing the BTE work, it is unknown if the existing bracketry in place today will be compatible with the new signs or will need to be replaced on some or all bus types. Therefore, we have provided a separate unit price item in the pricing section to show the cost for new bracketry, should it be required. If required, Clever Devices will work with NORTA to determine the appropriate quantity of spare brackets to have available when needed.

Please note that the associated SW licenses are not included as it is understood that these would be replacing an existing Gen 1 Primary/Secondary Set which has already been licensed for use and the license will transfer to the new Gen 2 solution.

3 PROJECT MANAGEMENT / IMPLEMENTATION

Clever Devices will assign a project manager for this project. The project manager will manage the coordination of the internal Clever Devices team, including deliverables tracking, meetings, invoicing, and other communication between Clever Devices and the NORTA Project Manager for this project.

3.1 PROJECT TASKS

Project milestones will be agreed upon with NORTA. A detailed Project Schedule, including the identification of major milestones, will be provided after the signing of the PO.

Notes and Assumptions:

- Current Pricing reflects:
 - **Sign Hardware Line Item:** 37" CleverVision Gen 2 Retrofit/Replacement Kits (Qty 5).
 - **Engineering Work:** Engineering work to Design replacement cables, installation instructions, new bracketry (if necessary), and providing onsite installation supervision/oversite plus post installation ATP (per Vehicle).
 - **Optional Installation:** Clever Device staff will perform the installation instead of NORTA.
- Pricing assumes that:
 - Clever Devices can design/fabricate a single installation conversion kit (which includes the same bracketry, cabling, hardware, etc.) compatible for each of the three (3) Vehicle Types. If this assumption is invalid, NORTA will need to determine the quantity of Spare kits desired for each Streetcar type (Which might exceed a total of five [5]).
 - Unless Installation Option is exercised, NORTA will be doing the retrofit conversion installation on a per vehicle basis based on Clever Devices installation manual. Clever Devices has also included support in the form of onsite installation supervision/oversite plus post-installation ATP for that vehicle conversion.
 - NORTA is aware that Gen 1 signs are not interchangeable with Gen 2 signs (i.e., if the Gen 1 Primary or Secondary sign fails on a Streetcar, and no Gen 1 spares exist, then it will be necessary to replace BOTH Primary & Secondary signs using the CleverVision Gen 2 Retrofit/Replacement Kits.
- NORTA is responsible for assuring the vehicles are fully functional at time of the vehicle installation, regardless of who will be doing the installations.
- Pricing does not include any other hardware/software upgrades or integration not explicitly mentioned in this SOW.
- With the exception of BTE work, all project meeting/reviews (i.e., Kickoff, Design, etc.) will be done remotely.
- During the procurement phase (approximately six (6) months), the project will be on pause with no meetings or follow-up activities. Once the material ships to NORTA, Clever Devices will resume project activities with NORTA.
- The existing Content Manager template will be used as this is a hardware replacement project.
- Estimated Project Durations:
 - Eight (8) to nine (9) months (with material lead-time estimated at six (6) to seven (7) months).
 - An additional two (2) weeks for Clever Devices provided Installation.
- Clever Devices standard process for delivering material/deployments will be followed.

4 PRICING

4.1 CONFIDENTIAL QUOTATION

ATTN:	Elliot Amsbaugh	DATE:	January 4, 2024
COMPANY:	New Orleans Regional Transit Authority (NORTA)	FAX:	
EMAIL:	eamsbaugh@rtaforward.org	OPP ID #:	006Qh0000020n4T
		PR # in SF:	8603
ADDRESS:	(504) 827-7900	RE:	NORTA - Five Streetcar CleverVision Kits
PHONE:			

Clever Devices is pleased to submit the following quotation, subject to the terms and conditions listed below.

Item	Qty	Description	Unit Price	Extended Price
Sign Hardware				
1	5	CleverVision Kit <i>Includes:</i> - 37" Primary CleverVision Screen - 37" Secondary CleverVision Screen - Wiring Harness	\$10,226.00	\$51,130.00
Engineering Work				
2	1	New Mounting Bracket Hardware	\$4,088.00	\$4,088.00
3	LOT	Design Harness Adaptations & Mounting Bracket, Configuration, Testing & Installation Supervision	\$20,536.00	\$20,536.00
4	LOT	Bus Type Engineering for 3 Streetcar Types & Documentation	\$39,642.00	\$39,642.00
			Total	\$115,396.00
Option Items				
5	LOT	Installation	\$23,073.00	\$23,073.00

Notes:

- Unit Prices provided only apply to the purchase of the quantities defined. Unit Prices may vary if quantities are adjusted as Unit Prices may include fixed costs or quantity discounts which can be affected by changes in quantity.

Payment Milestones:

- Project milestones will be defined and agreed upon prior to acceptance of purchase order.

4.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

Note these terms may not be applicable to existing customers. If this quote is for an amendment to an existing agreement, all the terms and conditions of your valid agreement with Clever Devices remain in full force and effect.

4.2.1.1 APPLICABLE TO SOFTWARE LICENSE PURCHASES ONLY

Requirement for End User License Agreement

- Purchaser acknowledges that Clever Devices Ltd. ("Clever Devices") perpetually licensed software is sold subject to acceptance of the terms of the End User Licensing Agreement ("EULA"):
http://www.cleverdevices.com/wp-content/uploads/2021/04/Clever-Devices_EULA_RV20210428.pdf
- Any entity procuring Clever Devices licensed products which is not the end user of the licensed product ("Non-End User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the EULA (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End User. Failure by a Non-End User to provide such a properly executed Clever Devices EULA to Clever Devices shall make the Non-End User liable for any misappropriation or misuse of Clever Devices' products and be subject to damages as defined in the EULA.

Obligations of Non-End User Procuring Entities

- Non-End Users are granted the right to install the licensed products and to test their functionality in the end user designated space or equipment. Non-End Users do not have licenses to otherwise use, sublicense, resell, or operate Clever Devices' products, and no other licenses or rights to use are provided or implied by this Agreement.

4.2.2 GENERAL

- All Purchase Orders must be sent to the following email address:
customerPO@cleverdevices.com
- Prices are quoted in USD unless otherwise specified.
- Prices do not include shipping, sales tax, or duties, which will be added if applicable.
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote.
- Prices quoted herein are valid for ninety (90) days from the date of quotation or proposal and are applicable to the quantities covered by this quotation; any change in quantity, delivery, or elimination of one or more items may require a revision to the prices quoted. Clever Devices reserves the right to update pricing and schedule if the quote is not exercised within the validity time period.
- Orders for one (1) bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity.
- Clever Devices shall be paid for the items quoted above as follows:
 - Payment terms are net thirty (30) days from the date of shipment or when rendered services are completed, subject to prior approval of our Credit Department.
 - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods.
 - Clever Devices' General Terms and Limits of Liability apply.

- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order, but Clever Devices stocks standard parts and, if available, the order will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797.
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product.
- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair.
- Unless negotiated and otherwise agreed to in writing by an authorized representative, the pricing is exclusive of any liquidated damages and is not an acceptance of any prime contract flow downs that are not regulatory in nature and applicable to Clever Devices' scope of work.

4.2.3 CLEVER DEVICES' WARRANTY POLICY – APPLICABLE TO HARDWARE PURCHASES ONLY

Clever Devices' warranty obligations are limited to the terms set forth below:

- 1) New Manufactured Products Limited Warranty
 - a) Clever Devices guarantees for a period of one (1) year from original factory shipment that each product is free from defects in material and workmanship.
 - b) If the product fails to operate as specified and has not been tampered with or abused during this warranty period, Clever Devices or its authorized service agents shall either repair or replace any defective part or the product free of charge.
 - c) Bench fees will apply to any product received by Clever Devices with no-trouble-found. Products returned with failures caused by improper use or installation will be repaired and the appropriate charges will apply. Such services by Clever Devices shall be the original purchaser's sole and exclusive remedy. Clever Devices shall not be responsible for the cost of removal or installation of warranted products unless a prior written agreement has been reached at the time of the original purchase contract. Clever Devices' labor rate table will apply for all product replacement time.
 - d) Clever Devices will repair or replace, at Clever Devices' option, any defective product under warranty. Clever Devices will not honor credit requests on any defective used product. Product repair or replacement will be the only option available to the original Purchaser.
 - e) This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or improper installation; (b) to damage caused by conditions outside Clever Devices specifications including but not limited to vandalism, fire, water, temperature, humidity, dust or other perils; (c) to damage caused by service (including upgrades) performed by anyone who is not a Clever Devices Authorized Technician; (d) to a product or a part that has been modified without the written permission of Clever Devices; (e) if any of Clever Devices' serial number has been removed or defaced; or (f) expendable or consumable parts, such as batteries and flashcards
 - f) Clever Devices shall not be liable for any special, incidental, or consequential damages for loss, damage directly or indirectly arising from customer's use or inability to use the equipment either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

- 2) Warranty Repair Policy
 - a) A replacement or repaired product assumes the remaining warranty of the original product or ninety (90) days, whichever provides longer coverage for the original purchaser. When a product is exchanged, any replacement product becomes the original purchaser's property, and the replaced product becomes Clever Devices' property.
- 3) Obtaining Warranty Service
 - a) The original purchaser is responsible for returning any defective products to Clever Devices after obtaining a Returned Merchandise Authorization (RMA) number from Clever Devices' Customer Service Department at 888-478-3359. No products will be accepted without an RMA number. When requesting an RMA number, be sure to have the serial number of the equipment available.
 - b) The original purchaser must package the product properly for return shipment. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company.
 - c) The original purchaser assumes all cost in shipping the defective product to Clever Devices, and Clever Devices will assume the cost in shipping back to the customer. All replacement/repaired products are shipped UPS Ground unless a rush is requested. The cost of shipping using any mode other than UPS Ground is to be paid by the original purchaser.

Ship to:

Clever Devices Ltd.
Attn: Service Department RMA # _____
2118 Energy Drive
Apex, NC 27502

4.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY

Clever Devices does not accept returns without an RMA. Custom-built equipment or merchandise specifically ordered for you is not returnable. Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment. Should the customer receive replacement merchandise damaged in shipment, it is their responsibility to file a damage claim immediately with the delivery carrier.

4.2.5 CLEVER DEVICES' NON-WARRANTY SERVICE POLICY

- 1) Non-Warranty Repair Policy
 - a) Non-warranty repairs made by Clever Devices carry a limited repair warranty of ninety (90) days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within ninety (90) days from shipment from our facility.
- 2) Field Service
 - a) Field Service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, lodging and Per Diem rates. Contact Clever Devices for current Per Diem rates.

GENERAL FIELD SERVICE RATES:

Transportation	Actual cost using commercial coach or business class air, first class rail, bus, rental car, and cab services as applicable, including transportation to and from the airport*
Mileage Allowance	IRS allowable rates
Personal Expenses	Per Diem rates
Basic Rates	\$150.00 per hour for actual time in customer's plant, plus a flat rate for round-trip travel time**
Miscellaneous	Actual charges for other necessary items such as tolls, parking, and freight charges*

* Charges may be subject to a 12% administrative fee

** Rates may vary because of weekend/holiday rates, the type of service required, a previously negotiated rate and/or personnel involved

3) Non-Clever Devices Product Received for Repair

- a) Product received for repair that was not manufactured or supplied by Clever Devices will be held for a period of up to ninety (90) days and will then be subject to discard, unless alternative arrangements have been agreed to in advance. Clever Devices will require the customer's shipping number in order to return the product.

Primary Customer Point of Contact:
Walter Weichselbaumer
Strategic Account Manager
wweichselbaumer@CleverDevices.com
516-967-3498

Prepared By:
Alex Bateman
Pricing Analyst
abateman@CleverDevices.com
516-422-8668

CLEVER DEVICES' TRADEMARKS

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BusLink Switch®
BusTime®
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CleverReports®
CleverWorks®
Incident Analytics®
IdleMonitor®
Intelligent Vehicle Network®
IVN®
PerfectNav®
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