



CONTENTS

1	INT	RO	DUCTION	3	
2	PRO	OJEC	CT GOALS	3	
3			ON DELIVERABLES		
			POSED SYSTEM ARCHITECTURE		
			MMARY OF IMPLEMENTATION		
	3.3	CON	NTENT DISPLAY	5	
4	PRO	OJEC	CT MANAGEMENT / IMPLEMENTATION	6	
5 ASSUMPTIONS AND RESPONSIBILITIES			6		
	5.1	ASS	UMPTIONS	6	
	5.2	CLE'	VER DEVICES' RESPONSIBILITIES	7	
	5.3	JPT'	S AND NORTA'S RESPONSIBILITIES	7	
6	PRI	PRICING			
	6.1	CON	NFIDENTIAL QUOTATION	8	
	6.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE				
	6.2	.1	SOFTWARE LICENSE	8	
	6.2	.2	GENERAL	9	
	6.2	.3	CLEVER DEVICES' WARRANTY POLICY		
	6.2	.4	CLEVER DEVICES' RETURN AND EXCHANGE POLICY		
	6.2	.5	CLEVER DEVICES' NON-WARRANTY SERVICE POLICY	11	



1 INTRODUCTION

Clever Devices proposes the following scope of work in response to the request from Jefferson Parish Transit (JPT) to show NORTA arrival predictions on BusTime signs at the Wilty Terminal. In the sections below, we outline the proposed solution, general project tasks, and responsibilities. Project details will be agreed upon with JPT, and further documentation will be provided with the signing of a Purchase Order (PO). Section 6 contains the proposed pricing and terms of sale for this solution.

Clever Devices' flexible architecture has afforded JPT the ability to grow the ITS platform with BusTime real-time passenger information system and CleverCAD CAD/AVL for fleet management, as well as other products.

2 PROJECT GOALS

JPT desires to upgrade BusTime to allow for an interface with the NORTA BusTime solution to ingest predictions for NORTA buses that will be used to provide additional information to passengers on JPT wayside signs to be deployed at the Wilty Terminal.

This initiative requires software development and testing to modify JPT's BusTime interface to allow ingestion of NORTA's BusTime feed, in order to display predictions for both agencies at the Wilty Terminal.

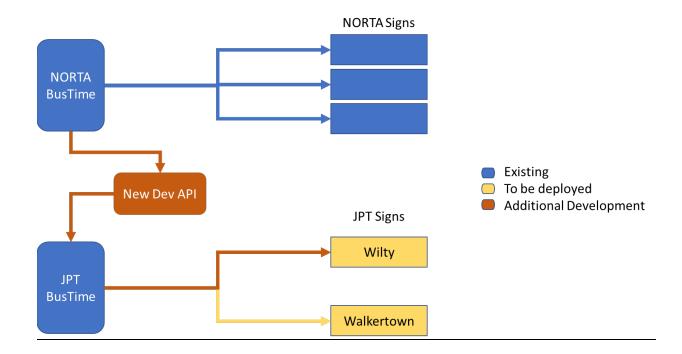
Additionally, software development and testing is required to alternate pages showing predictions for each agency for a configurable period of time, and to play audio for real-time prediction times for fixed-route vehicles from both agencies, while using a single sign board as well as a single push button/speaker assembly. With this approach, the design completed for the JPT's sign layout can be reused at the Walkertown terminal.



3 SOLUTION DELIVERABLES

Clever Devices will develop and install software updates to provide JPT/NORTA with the desired solution to support JPT's request for an integration with NORTA's BusTime deployment. The following diagram shows a high-level system architecture of the change to be provided. The brown elements identify new features/scope to be provided by this change:

3.1 PROPOSED SYSTEM ARCHITECTURE



3.2 SUMMARY OF IMPLEMENTATION

- Push-to-talk (PTT) announcements to announce BOTH JPT and NORTA arrival/departure information.
 - o Single PTT button shall be utilized for both agencies.
 - English and Spanish annunciations are to be supported on signs
 - Ex. Next 2 announcements for JP (English), next 2 announcements NORTA (English), next 2 announcements JP (Spanish), next 2 announcements NORTA (Spanish)
 - o It is understood that:
 - JPT routes are prefixed with a (W-route ID)
 - NORTA routes are strictly numeric
- Any active Service Bulletin for both JPT and NORTA pertaining to the sign location (service wide, routes and stops) will be displayed on the signs

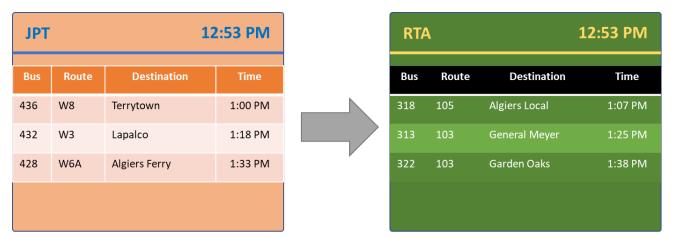


3.3 CONTENT DISPLAY

Based on feedback from JPT and NORTA there are still 2 potential solutions being considered. During final design/negotiations, one of the following configurations must be selected and Clever Devices will develop accordingly. Please note: development will be done for one or the other, not both.

Option #1 - Paging Grouped by TA (Displayed 7-10 seconds for each agency)

Layout will show all NORTA prediction information and after 7-10 seconds (configurable), the screen will page to show JPTs prediction information for 7-10 seconds, vice versa. Should either agency's predictions exceed a single page, a second page of predictions for that transit agency will show before transitioning to the other transit agency's predictions. The same information will be reflected on both sides of the LCD sign. The following depiction is provided to represent the intended paging approach.



Show for 7 - 10 seconds

Show for 7 - 10 seconds

Option #2 - Paging ordered by ETA (No Grouping by Agency)

In this example, the predictions for both NORTA/JET would be mixed and ordered by their arrival/departure time. Route Prefix ('W' in this example) is used to differentiate the transit agency. If there are more predictions than can fit on a single screen, the display would page to the next screen.

^{*}Figure shown for illustrative purposes only. Final layout and aspect to be agreed upon and may differ from the above.



WII	LTY TER	12:53 PM	
	Ŷ.	-	
Bus	Route	Destination	Time
436	W8	Terrytown	1:00 PM
432	W3	Lapalco	1:18 PM
318	105	Algiers Local	1:07 PM
313	103	General Meyer	1:15 PM
428	W6A	Algiers Ferry	1:33 PM
322	103	Garden Oaks	1:38 PM

^{*}Figure shown for illustrative purposes only. Final layout and aspect to be agreed upon and may differ from the above.

4 PROJECT MANAGEMENT / IMPLEMENTATION

Clever Devices will phase this additional work into the existing JPT Transfer Center Signs Project. Pricing includes developing and verification testing new software to display NORTA predictions on "new" JPT kiosks. Clever Devices' standard process for software developments will be followed. Any additional meetings and reviews due to this change order will be done remotely.

Implementation Timeline:

While the final schedule will be approved with JPT upon the signing of a PO, it is currently estimated that an additional 4 to 5 months duration will be added (including minimum 3 months for software development) to the existing project provided the Change Order is executed by July 1, 2023.

5 ASSUMPTIONS AND RESPONSIBILITIES

5.1 ASSUMPTIONS

The following assumptions apply to this Scope of work and pricing:

- There will be no distinction of the origination of data in the Talking Sign protocol
- Announcements per sign will be 2 per Route/direction
- JPT page with have unique JPT specific background color and logo
- NORTA page will have unique NORTA specific background color and logo



- NORTA real-time predictions times will be shown; however, if NORTA has the "show scheduled times" feature enabled in the admin console, the schedule data will be available in the RTPI data feed to JPT to be displayed on the sign
- Service Bulletin information for both NORTA and JPT will scroll at the bottom of the display, regardless of current set of agency predictions displayed.
 - The system will show any and all Service Bulletins that the sign is configured to receive/show.

5.2 CLEVER DEVICES' RESPONSIBILITIES

- Collaborate with JPT from project inception onward, informally and during regularly scheduled meetings as well as site visits
- Perform data gathering, analysis, and planning in collaboration with JPT to ensure a thorough understanding of the operating environment
- Train JPT on how to configure the new features of the solution
- Provide Project Management support throughout the implementation

5.3 JPT's AND NORTA'S RESPONSIBILITIES

- NORTA will provide BusTime API data feed for consumption by JPT's BusTime system.
- JPT will collaborate with Clever Devices from project inception onward, informally and during regularly scheduled meetings as well as site visits
- JPT will support Clever Devices analysis and planning in collaboration to ensure a thorough understanding of the operating environment
- JPT will provide qualified administrative staff to be trained on how to configure the new features of the solution



6 PRICING

6.1 CONFIDENTIAL QUOTATION

ATTN:	Ninette Barrios	DATE:	June 14, 2023
COMPANY:	Jefferson Parish Transportation	FAX:	
EMAIL:	nbarrios@ jeffparish.net	OPP ID#	0063s00000JaAxu
EIVIAIL:		PR # in SF	8106
ADDRESS:	21 Westbank Expressway		Display of NORTA arrival
	Gretna, LA 70053	RE:	predictions on BusTime
PHONE:			signs

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

Item	Qty	Description	Unit Price	Extended Price
1	1	Display of NORTA arrival predictions on BusTime signs	\$83,205.00	\$83,205.00
			Total	\$83,205.00

Payment Milestones:

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

6.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

6.2.1 SOFTWARE LICENSE

Requirement for End-User License Agreement

- Purchaser acknowledges that all Clever Devices Ltd. ("Clever Devices") 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 End-User License Agreement (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.

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 or operate Clever Devices' products and no other licenses or rights to use are provided or
implied by this Agreement



6.2.2 GENERAL

- All Purchase Orders must be sent to the following email address: customerPO@cleverdevices.com
- Prices are quoted in US\$ 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
- Orders for one 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
- Three percent (3%) Annual Escalation will apply for shipments and services beyond 2023
- Clever Devices shall be paid for the items quoted above as follows:
 - o Payment terms are Net 30 days, subject to prior approval of our Credit Department
 - Unless otherwise specified, Clever Devices shall be paid for all deliverable items, terms Net
 30 days from the date of shipment from Clever Devices, or when services rendered by
 Clever Devices are completed
 - o No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods
 - o 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 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 a signed 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

6.2.3 CLEVER DEVICES' WARRANTY POLICY

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 or (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 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.

-				
•	n	מו	to	٦.
_	ш	ıv	···	J.

Clever Devices Ltd.
Attn: Service Department RMA # ______
300 Crossways Park Drive
Woodbury, NY 11797



6.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY

Clever Devices does not accept returns without a Returned Material Authorization. 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 you receive merchandise damaged in shipment, it is your responsibility to file a damage claim immediately with the delivery carrier.

6.2.5 CLEVER DEVICES' NON-WARRANTY SERVICE POLICY

1) Non-Warranty Repair Policy

Non-warranty repairs made by Clever Devices carry a limited repair warranty of 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 90 days from shipment from our facility.

2) Field Service

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, hotel/motel rooms 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 facilities 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

Product received for repair that were not manufactured or supplied by Clever Devices will be logged in and Clever Devices will require that the customer supply us with their shipper number in order to return the product. Such product will be held for a period of up to 90 days and will then be subject to discard, unless alternative arrangements have been agreed to in advance.

XXXXXXXXX

Walter Weichselbaumer Strategic Account Manager 516-967-3498

am



CLEVER DEVICES' TRADEMARKS

Clever Devices®

AVM®

AVA®

Buslink®

BusLink Switch ®

BusTime®

BusTools®

Celrado™

CleverAnalytics®

CleverCAD®

CleverCare®

CleverCERT®

CleverCount®

CleverReports®

CleverWorks®

Incident Analytics®

IdleMonitor®

Intelligent Vehicle Network®

IVN®

PerfectNav®

Seymor®

SpeakEasy®

SmartYard®

Secure Bus Access®

Ridecheck Plus Software®

R+®

Ridecheck Plus®

RSM Services®

Mtram®

M.A.I.O.R.®

Note: All images used in this document are provided for example purposes only. Images may contain additional content outside of the proposed solution.