



PROPOSAL
TO JEFFERSON PARISH
DEPARTMENT OF TRANSIT
ADMINISTRATION
FOR
RFP No. 0441 To PROVIDE AND
INSTALL DIGITAL KIOSKS WITH CONTENT
MANAGEMENT SOFTWARE (CMS) SYSTEMS
AT WILTY AND WALKERTOWN PASSENGER
TERMINALS

PROPOSAL RECEIPT DATE AND TIME:
SEPTEMBER 8, 2022, AT 3:30PM



300 Crossways Park Drive
Woodbury, New York 11797



516-433-6100



www.cleverdevices.com

1 COVER LETTER

September 8, 2022

Sidney Duffy, Buyer II
Jefferson Parish Department of Purchasing
200 Derbigny Street, Suite 400
Gretna, LA 70053

Re: RFP 0441 To Provide and Install Digital Kiosks with Content Management Software (CMS) Systems at Wilty and Walkertown Passenger Terminals

Dear Ms. Duffy,

Clever Devices is excited to propose our best-value, state-of-the-art solution to JPDTA for Digital Kiosks and Content Management Software. With our robust integration capabilities and world-class Intelligent Transportation System (ITS) solutions, as well as our current partnership with JPDTA, we are experienced and qualified to help you achieve your goals in this solicitation. Our proposal is a strong reflection of our desire to continue our work with JPDTA, and as detailed in our response, we are committed to ensuring that the solution will meet the goals you have set for this project. Our dedicated project team will be by your side every step of the way, expanding your solution and helping you and the community you serve to realize the benefits of this project for years to come.

As a member of the Clever Devices family, we hope you will find our best-in-class technology and competitively priced offer a reflection of our desire to continue our partnership. Our signage solution will offer JPDTA ridership an enhanced experience at the Wilty and Walkertown stations, with modern screens to display the pertinent information that JPDTA desires. High-quality signs combined with our BusTime real-time information functionality will ensure that you receive maximum return on your investment. In planning our project approach, we understand that your operational staff will still have transit operations to manage, and it is imperative that you continue making daily service without revenues being compromised. Our approach is to leverage our internal resources to make the entire process as easy as possible for you with little to no down time. In the end, you will be able to achieve your goals of improving the ease-of-use, safety, quality, and reliability of your service, while increasing both your ridership and the cost effectiveness of your operations.

We thank you for this opportunity to continue our partnership. We confirm that our proposal is valid from submittal until contract execution, and we acknowledge receipt of Addenda 1 and 2. Your primary point of contact will be Michael Kuzmich, Regional Director of Business Development. He can be reached by phone at (516) 749-7864 or by email at mkuzmich@cleverdevices.com. As JPDTA continues to modernize operations and forge its way into the future of public transportation, we look forward to remaining by your side.

Sincerely,



Francis J. Ingrassia
President
Clever Devices Ltd.

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3 TECHNICAL PROPOSAL

The following sections detail Clever Devices’ approach and compliance to the RFP requirements as defined in the Scope of Work/Services and Proposer Qualifications.

3.1 TECHNICAL APPROACH – CLEVER DEVICES’ DIGITAL KIOSKS

This section contains confidential/proprietary information.

The following sections describe Clever Devices’ proposed solution for JPDTA. Clever Devices has reviewed the scope of work and understands the nature of the requirements and is capable of providing the requested services.

Digital Signage provides an opportunity to communicate effectively with the riding public at stops, shelters, stations, transit centers, transfer locations. Clever Devices has proposed (2) freestanding LCD passenger information signs/kiosks to be installed at Wilty and Walkerton passenger terminals meeting or exceeding JPDTA’s requirements.

LOCATION(S)	DESCRIPTION
<p style="text-align: center;">Wilty (1x) Walkerton (1x)</p>	<p>Dual Sided Samsung Smart OHF series 55” Outdoor LCD with Integrated PC, freestanding enclosure, cellular modem, antennas and content player.</p> <ul style="list-style-type: none"> • Back-to-back display configuration • 2500 nits rating • Anti-graffiti LCD screens • Sturdy aluminum construction • Custom paint and graphic options • Locking access doors

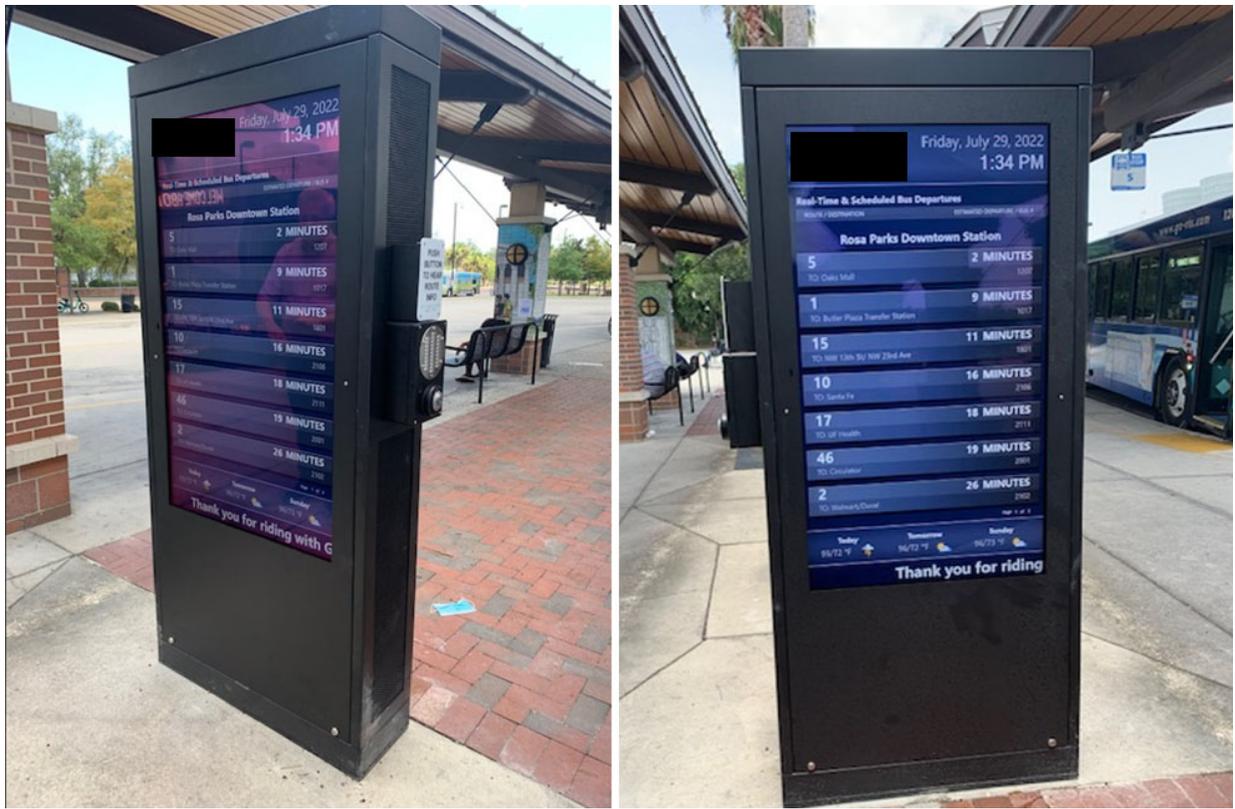


FIGURE 1: EXAMPLE FREESTANDING TRANSIT SIGN

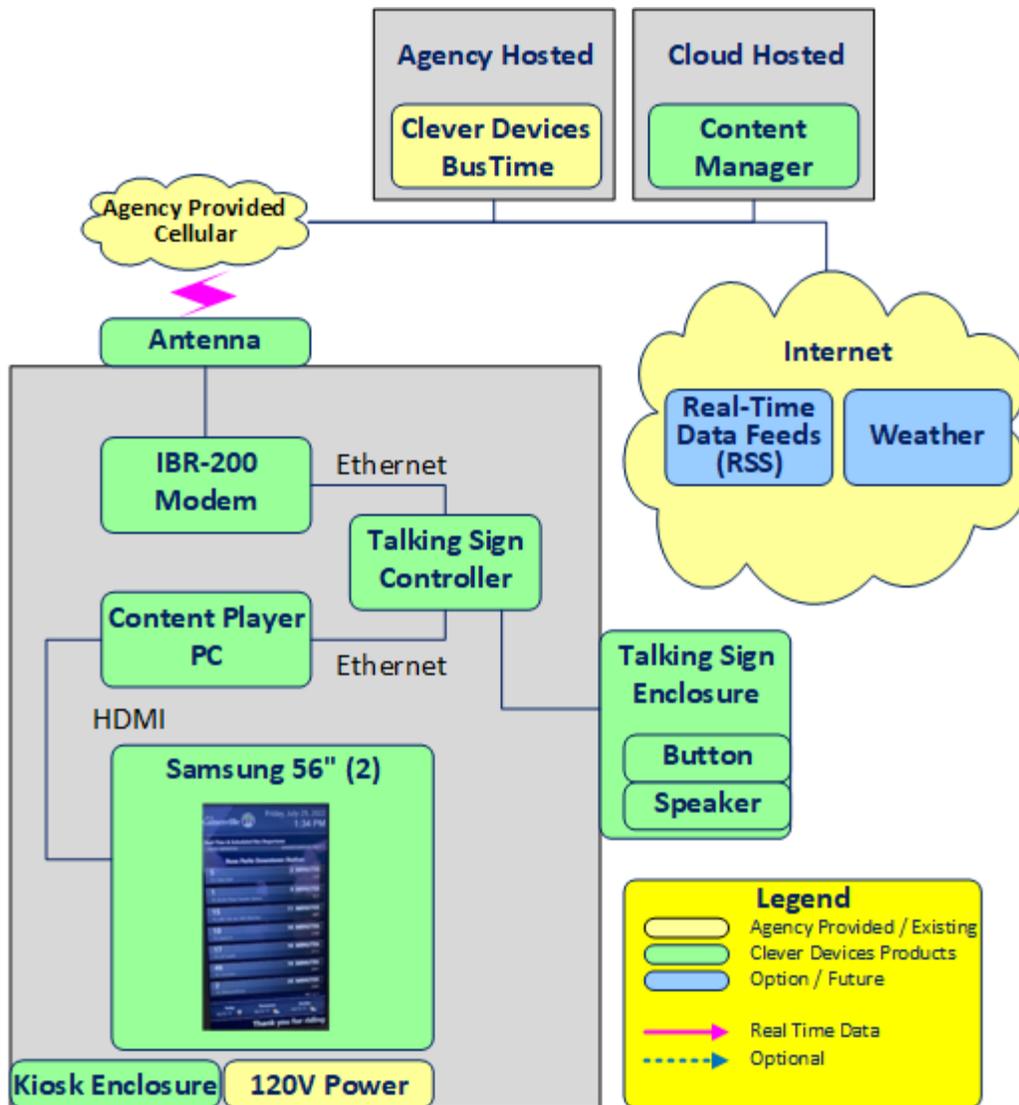


FIGURE 2: WAYSIDE SIGN / KIOSK ARCHITECTURE

Self-contained within the Kiosk and 2 Samsung 56” Displays, a Content Player PC, Modem and a Talking Sign Controller. The Talking Sign Controller connects to the external speaker and button and the Modem connects to the antenna mounted on the exterior of the enclosure.

Using the JPDTA provided cellular service, predictions and transit information are provided to the Talking Sign Controller from the existing Clever Devices BusTime system at JPDTA.

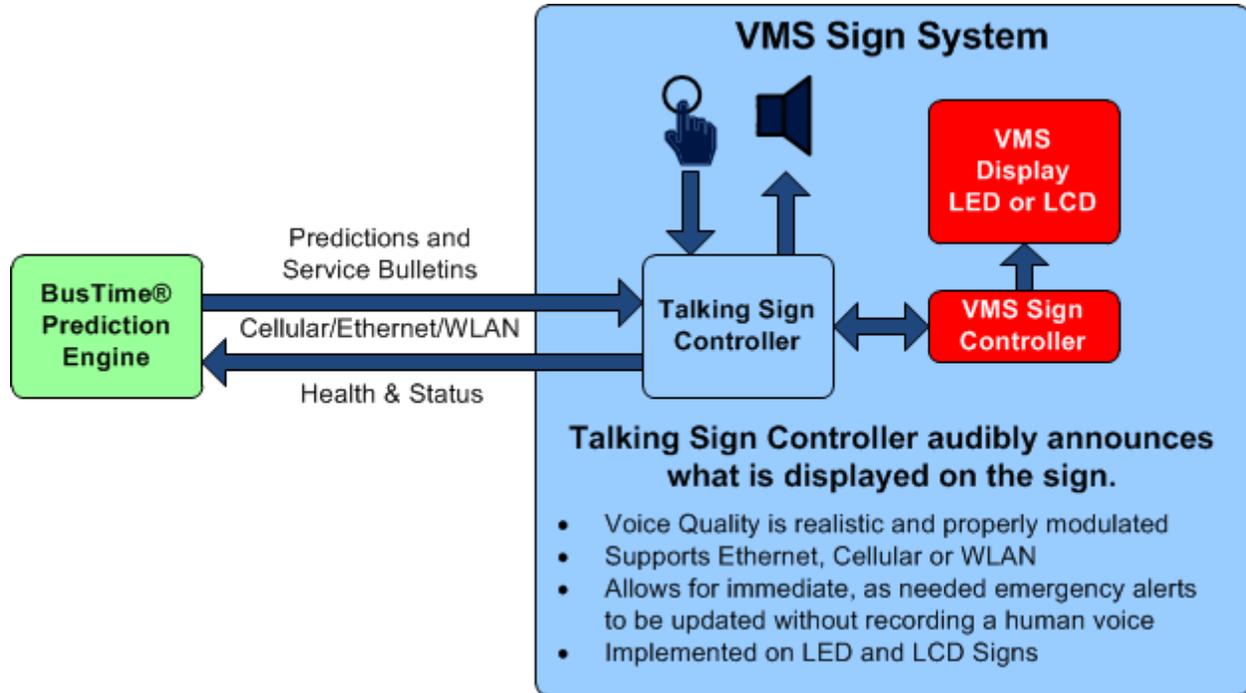
Content Manager will be hosted by in the Cloud.

3.1.1 TALKING SIGN CONTROLLER

Clever Devices’ ‘talking signs’ utilize a talking sign controller which is an embedded computer that provides the link between the sign and our passenger prediction software, BusTime, through a standard interface.

The talking sign controller includes the following:

- Data communications interface to BusTime through Ethernet, WLAN, or cellular
- Passenger information functionality and control of what to display on the Digital sign
- Audible announcement functionality with interface to a speaker and external pushbutton



3.1.1.1 DATA COMMUNICATIONS

Each talking sign controller will be connected via ethernet to the outfitted cellular modem to support data communications with BusTime. Clever Devices configures the Digital signs to meet JPDTA's IT guidelines and desired communications technology. Each Digital sign will have a unique ID in the form of a static IP address.

The primary purpose of the talking sign controller is to standardize the interface to BusTime. The talking sign controller utilizes a BusTime-standard protocol and the National Transportation Communications for ITS Protocol (NTCIP) for compatible Digital signs. Clever Devices will incorporate additional standards upon need.

3.1.1.2 PASSENGER INFORMATION FUNCTIONALITY

Digital signs display bus arrival information, alerts, bulletins, time, weather, multi-media and other important information. BusTime provides the transit information to display on the Digital sign and the Content Manager allows JPDTA select and distribute multi-media content. The content player is responsible for receiving, processing, formatting and controlling the display of the information as defined by the digital sign layout. The layout defines the text format and display characteristics.

The talking sign controller and content player are intelligent and displays bus arrival information when available. When there is a loss of communication to BusTime, the sign autonomously counts down the ETA for a configurable amount of time and then displays a JPDTA-defined message such as "System not

Available". In this scenario, BusTime can be set up to alert authorized personnel through email when a Digital sign detects a fault, so maintenance is prompt and efficient.

Upon recovering from a power failure or a loss of communication, the Digital sign immediately reestablishes communication to BusTime and displays updated messages within 30 - 90 seconds.

BusTime is configurable to display schedule information for open blocks (operator not logged in).

3.1.1.3 AUDIO ANNOUNCEMENTS

Included with our sign solution for JPDTA is a pushbutton switch that allows users to activate an audible announcement of what next arrival information the Digital sign is currently displaying. The pushbutton requires a force of approximately 22 newtons to trigger the announcement which is paramount to eliminate spurious triggers due to vibration. The pushbutton is rugged, mounts separately and in proximity to the Digital sign, and interfaces with the talking sign controller. The talking sign controller uses a state-of-the-art text-to-speech technology that supports multiple languages with realistic voice quality. With 17 languages and 60 unique voices, JPDTA can configure the system to audibly announce in multiple languages sequentially, or in a single language. The audio level is configurable and automatically adjusts the audio playback level to compensate for ambient noise.

The pushbutton will be mounted along the side of the enclosure. To meet accessibility guidelines, Clever Devices will mount the pushbutton within 15 to 48 inches from the finished floor of the station. Optionally, to assist the visually impaired in locating the pushbutton, the Digital sign can also be fitted to emit a brief low volume chirp every few seconds.

3.1.2 DISPLAY LAYOUT

BusTime uses layouts to define what information is displayed and how it is displayed on the Digital sign. Layouts are unique to each Digital sign type but follow set patterns and can include the following:

- Character size
- Number of characters per line
- Format of bus arrival information
- Temperature and format
- Paging
- Number of lines
- Grouping by route or by time
- Time and format
- Where and how to display alerts and bulletins
- Text hold time and blanking interval

As shown above, there are many features of the layout. Messages can display in multiple sequential "pages" to vary the display such as showing a bus arrival message and a date/time message on a single line as one message or using an alternating sequence of two one-line message "pages." The hold time for each message and the blanking interval between messages is variable.

Sections of a sign layout can support capabilities including movies, pictures, RSS feeds, scrolling text, and more. The Content Manager is a fixed-end application that allows the user to compose, assemble, and configure all visual and audio content for the LCD Digital sign to deliver to your ridership. The Content Player is software running on the LCD Digital sign computer that formats the display according to the predefined configuration from the Content Manager. It interfaces to BusTime for bus arrival information through the talking sign controller.

LCD Digital signs support advertising through images, video and audio. Advertising reporting is possible as the Content Player can tag any piece of content and log the associated ad campaign to report the play activity that is necessary for ad revenue chargeback.

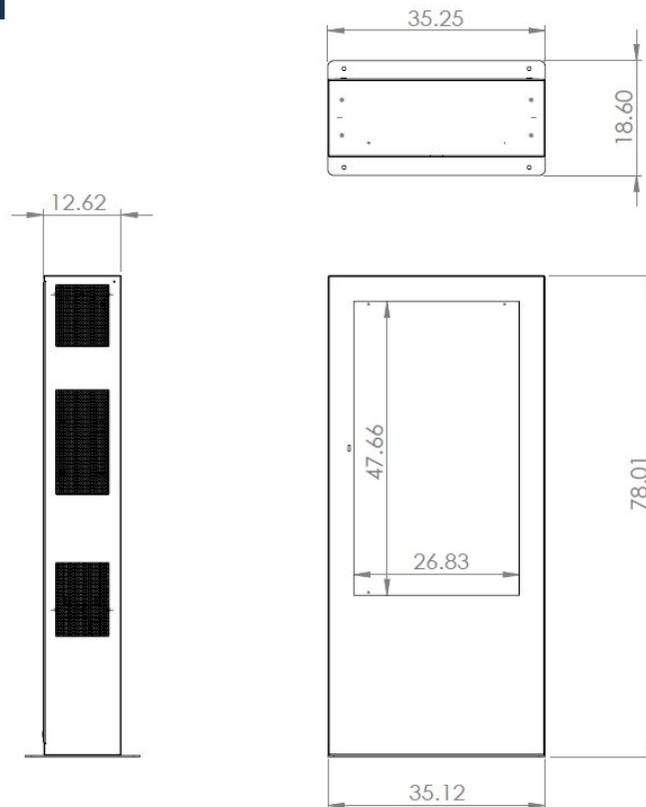
Along with their high brightness and contrast ratio, the OHF Series displays' reflectivity ensures continuous visibility and content integrity in any outdoor setting.

The Samsung display will be mounted inside of a purpose built Jayhawk enclosure stand as shown below.



DIMENSIONS

55" JAYHAWK



3.1.4 SERVICEABILITY

Clever Devices' Digital signs are easy to service, should maintenance become necessary. The display housing is secure, yet convenient, with service access for all modular assemblies, components, wiring, and other materials. Access involves unlocking the vandal resistant locking mechanism and opening the Digital sign. The display module and all internal components are removable and replaceable by a single technician with basic hand tools.

Maintenance personnel can use a computer with diagnostic software to communicate with the sign's controller through a serial connection port, or they can access the Digital sign remotely to perform firmware upgrades.

Field maintenance personnel require immediate feedback that the Digital sign is working properly after servicing. Upon power up, the talking sign controller provides immediate feedback to the maintenance personnel that includes the following:

- Display the firmware version number
- Display the communication port configuration information
- Display the health of the sign
- Display the time and date synchronized to JPDTA's local time

Please see section 3.2.2.8 for more details on our service solution for JPDTA.

3.1.5 INSTALLATION

JPDTA will have final say to identify the installation location of the signs at the 2 Transit Centers. Clever Devices will work with JPDTA to determine the best mounting solution at each installation location. Clever Devices utilizes local contractors that will be trained, licensed in the state, and will also be approved by JPDTA. Our chosen contractors will comply with local codes and standards and will provide safety barriers for patron protection. Clever Devices has assumed the following for sign installation: location:

1. Clever Devices assumes that all kiosk locations will have existing 120v power and it can be reused
2. Clever Devices assumes that no concrete/brick cut work will be required for this installation
3. Clever Devices assumes that all kiosks can and will mount directly to the existing concrete surface
4. Clever Devices assumes that X-rays will not be required
5. Clever Devices assumes that all kiosk locations will use cell modems for communications
6. Clever Devices assumes that all work can be completed during normal business hours
7. Clever Devices assumes that all call before you dig surveys will be completed by JPDTA
8. Clever Devices assumes that no professional engineering work is required
9. Clever Devices assumes all kiosks will be installed under a canopy

Clever Devices will work with JPDTA in the event additional costs and services arise.

3.2 PROJECT APPROACH

3.2.1 INTEGRATED MANAGEMENT: YOUR CROSS-FUNCTIONAL PROJECT TEAM

One of the most important aspects of a project is the team of professionals assigned to ensure its success. Our project teams are customized for each transit agency and project Clever Devices works on so that we can bring together the most specialized and skilled team that we can offer. Clever Devices' cross-functional project team is comprised of individuals from several different departments and specialty areas within our company. Over the next several pages, we will detail our plan for the team directly responsible for the deployment of the system we are offering to JPDTA.

It is important to note that Clever Devices does not ascribe a maximum amount of resources or hours that we will dedicate to a project that we take on. Our partnership and relationship with JPDTA is paramount to our company.

3.2.1.1 CORE PROJECT TEAM MEMBERS

Clever Devices' dedicated project team is comprised of Project Management Office (PMO) Director Thomas Richbourg, Customer Success Manager Andy Willard, and Project Engineer Veronise Umutoni. These are Clever Devices' expert employees with the capacity and experience to perform this project with minimal disruption to ongoing JPDTA's daily operations. The team is optimally suited for JPDTA's project with transit experience, a history at your agency, and a history of success at Clever Devices. The following section describes our core project team members. Resumes for proposed key personnel can be found in section 3.2.1.5 of our proposal.

PROJECT TEAM	
	<p><i>Andy Willard, Customer Success Manager</i></p> <ul style="list-style-type: none"> • Primary interface to Jefferson Parish during project close-out and warranty. • Ensures the long-term success of the project and manages the resolution of any issues that arise after system acceptance. • Manages schedule and product updates • Arranges meetings to review ongoing projects
	<p><i>Veronise Umutoni, Project Engineer</i></p> <ul style="list-style-type: none"> • Works with the systems engineer on overall design • Oversees implementation and deployment phases • Responsible for adherence to contract requirements, requirements matrix traceability and validation • Supports requirements and design reviews; creates acceptance test procedures • Currently working with JPDTA

3.2.1.2 CONTRIBUTORY TEAM MEMBERS

Projects awarded to Clever Devices become the responsibility of the entire organization; we are directly responsible for each other’s success. The following staff members and their teams will indirectly support the JPDTA project.

CONTRIBUTORY TEAM MEMBERS	
	<p><i>Michael Kuzmich, Regional Director, Business Development</i></p> <ul style="list-style-type: none"> • Responsible for account oversight, fostering client relationships and contract negotiation • Problem solver with the ability to identify customer needs, understand project objectives and develop ITS solutions • Serves as liaison between clients and Clever Devices’ executive management
	<p><i>Patrick Benjamin, Strategic Product Operations Director</i></p> <ul style="list-style-type: none"> • Ensures products function alone and as part of the combined system • Oversight for product development • Ensures conformance to customer requirements
	<p><i>Michael Pietromonaco, Director, Training and ProServices</i></p> <ul style="list-style-type: none"> • Responsible for client training and helping new customers realize the maximum benefits from their ITS systems • Creates training plans, coordinates training schedules • Manages development of training materials including User Guides, Training Workbooks and presentations

CONTRIBUTORY TEAM MEMBERS

	<p><i>Travis Nolan, Product Specialist and Signage Expert</i></p> <ul style="list-style-type: none"> • 19 years of professional experience and experience with over 75 implementations at major mass transit organizations • Clever Devices’ resident VMS expert and design specialist for all Wayside Signs • Creates designs and deployments for customer facing hardware
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3.2.1.3 PROJECT OVERSIGHT

Clever Devices’ executives are invested in, and committed to, the success of every project we earn. As senior-level project sponsors, they bear ultimate responsibility for our endeavors, and are committed to providing the necessary resources and support to fulfill the promises we make. We are pleased to introduce our project sponsors to you below.

EXECUTIVE TEAM AND PROJECT SPONSORS

	<p><i>Thomas Richbourg, Project Management Office (PMO) Director</i></p> <ul style="list-style-type: none"> • Possesses extensive project management experience, broad technical and product knowledge, as well as effective leadership skills • Oversees project management for all clients in the region • Supports the project manager to ensure project milestones are met on time and within budget • Senior project team member who bears ultimate responsibility for management and deployment success
	<p><i>Brock Bafford, Director, Systems Engineering</i></p> <ul style="list-style-type: none"> • Has extensive experience in systems engineering, systems design and network management • Adept in operations, project management and customer service • Broad experience with schedule integration, radio systems, GPS and WLAN • Supports the Systems Engineer and Project Engineer throughout the project

3.2.1.4 SUBCONTRACTORS

As the prime contractor and system integrator, Clever Devices is responsible for the management of all subcontractors and suppliers. We will provide all contractual and project related activities with our subcontractors and suppliers including the coordination of meetings, documentation development, project deliverables, invoices, payments and more. Our project team is directly responsible for this effort and will coordinate via in-person meetings, regular teleconferences, and email as appropriate. Our supply chain management from the Woodbury, NY office also supports our project team. Clever Devices will be the single point of contact for JPDTA to address all questions and issues related to the project. However, as required to expedite resolution of issues, Clever Devices may elect to invite subcontractors or suppliers to meetings with JPDTA.

3.2.1.4.1 INSTALLATION SUBCONTRACTOR: ABT PRODUCTS & SERVICES

Located in New York, and a certified DBE in Louisiana, ABT Products & Services was established to provide for the transportation industry. With products and services that solve problems, the company is focused on providing and installing new technology products that offer low maintenance solutions for vehicle and facility situations. ABT Products & Services provides equipment, service support, and installation services utilizing a trained labor force with skills, experience, and knowledge of mass transit operational

requirements and equipment. They are experts at providing the high quality, low cost solutions. They will work directly with our proposed project manager to provide installation services.

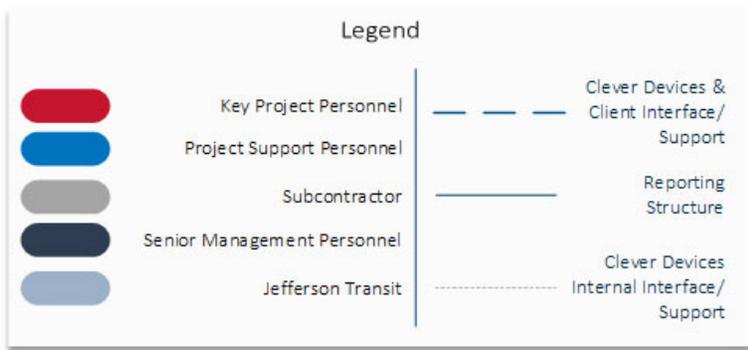
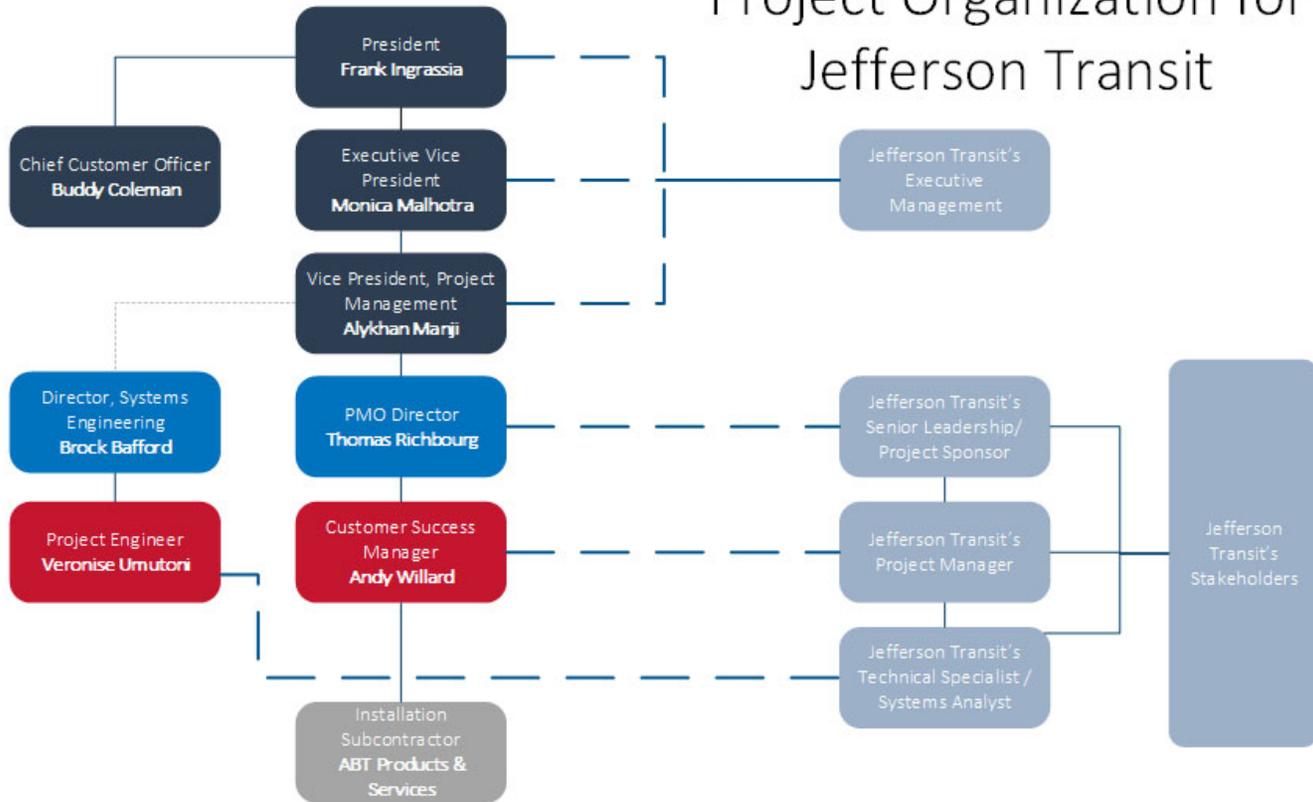
ABT has completed all of their projects with high quality craftsmanship that the company principal, Lisa Horchos stands behind. Furthermore, below is the contact information for the owner, Ms. Horchos.

- Lisa Horchos
37 Newtown Road
Plainview, New York 11803
516-231-1115

3.2.1.5 ORGANIZATIONAL CHART AND RESUMES

On the following page, Clever Devices has provided an organizational chart indicating key project personnel, support personnel, and subcontractors for the JPDTA project. Following the organizational chart, we have provided detailed resumes for the proposed project team to allow you to get to know our staff members.

Project Organization for Jefferson Transit





Education:

- Bachelor’s Degree in Journalism and Mass Communications from the University of North Carolina at Chapel Hill

Specialization:

- Relationship Management & Stakeholder Engagement
- Public Relations
- Transit Technologies

Years of Experience:

- 7 years

Employment History:

- Customer Success Manager, Clever Devices
- Customer Success Manager, TransLoc
- Public Engagement Specialist, GoTriangle
- Client Manager, Coleman Research

Andy ensures that transit agencies are meeting their desired outcomes with Clever Devices’ products and services. His knack for building relationships and firsthand experience in the transit industry have given him a deep understanding of the unique needs agencies have and how to meet them. He is the voice of the customer internally, ensuring that issues are resolved promptly, and feedback is escalated to appropriate staff. He has worked with customers to fully optimize their usage of CleverCAD, CleverWare, CleverReports, BusTime, and APCs. Before becoming a Customer Success Manager, Andy worked as a Public Engagement Specialist for a regional transit agency in North Carolina where he led efforts to inform and involve the community in the transit planning process. He worked cross-functionally with the planning department, the operations team, and marketing staff to develop strategies for informing the community on the use of public funds.

Customer Success Manager, Clever Devices, Woodbury, New York

- Clever Devices' customer success manager is the primary interface to the transit agency once the project has closed out and moved into warranty. Clever Devices' internal team members, subject matter experts and subcontractors work directly with, and report to, the customer success manager.
- As customer success manager, Andy will become your key point of contact once the project is complete. His responsibilities include:
 - The long-term success of the project and resolution of any issues that arise after acceptance
 - Arranging standing meetings to review open tickets and ongoing projects
 - Escalations of critical issues to the appropriate internal teams
 - Managing schedule and product updates in a timely manner
 - Ensuring agency-wide adoption and competency of Clever Devices’ products and services
- Experience in CAD AVL, ITS, APC, and TSP/Farebox projects

Customer Success Manager, TransLoc, Raleigh, North Carolina

- Andy worked with customers to ensure desired outcomes for their fixed-route and on-demand services
- Led customer onboarding and product education
- Represented Customer Success team in go-to-market planning

Key Customers:

- New Orleans Regional Transit Authority
- The District Department of Transportation
- Jacksonville Transit Authority
- New York State Department of Transportation
- University of Michigan
- Whatcom Transportation Authority
- Suburban Mobility Authority for Regional Transportation

Clever Devices’ Products:

- IVN
- CleverCAD
- CleverWare
- CleverReports
- BusTime
- AVM
- APC



Education:

- Master of Science in Electrical Engineering, Oklahoma Christian, 2015
- Bachelor of Science in Electrical Engineering, Oklahoma Christian University, 2014

Specialization:

- Systems Engineering
- Systems Integration
- Quality Engineering

Years of Experience:

- 7

Employment History:

- Project/Systems Engineering, Clever Devices, 2022-Present
- Systems Engineer, US Army Aviation 2016-2022
- Quality Engineer, Environmental Compliance Group, 2014-2016

Veronise has been playing a key role during the deployment through systems acceptance for Clever Devices. Her commitment and attention to details added significant value to the customer’s satisfaction. Veronise has grown in this position by taking key responsibilities of supporting the onboard software and initial rollout of the Map Turn-By-Turn, amongst several other deliverables for Factory Acceptance (FAT), Mini-Fleet, and Full Fleet. She has always taken initiative in performing her duties, even going above and beyond what is expected of her, to ensure the quality of the software/hardware rollout to the fleet.

PROJECT ENGINEER, CLEVER DEVICES LTD, MORRISVILLE, NC

- System engineering role focused on implementation, development, and integration for Clever Devices’ products
- Responsible for internal and external requirements
- Participates in Clever Devices product integration and integration to third-party products
- Maintains milestone fidelity for CAD/AVL deployments

TEAM LEAD, ATTACK HELICOPTER SYSTEMS ENGINEERING, US Army Aviation, FORT BRAGG, NC

- Provided technical guidance to team members on tasks related to the helicopter electrical and electronic components.
- Removed, inspected, and installed aircraft subsystem assemblies such as engines, rotors, gearboxes, transmissions, mechanical flight controls, and their components, improving performance.
- Streamlined special inspections on aircraft systems associated with Axillary Power Unit to detect faulty aircraft components with 100% efficiency.
- Used Ground Power Unit to troubleshoot aircraft subsystems, completing maintenance checks daily using special tools.
- Prepared 70+ forms and records related to aircraft maintenance, safeguarding proper maintenance of equipment valued at \$3M.

QUALITY ENGINEER, THE ENVIRONMENTAL COMPLIANCE GROUP, OKLAHOMA CITY, OK

- Used AutoCAD to draw oil and gas production facilities.
- Prepared Spill Prevention Control and Countermeasure (SPCC) plans for oil and gas companies to accelerate audits on existing training to correct outdated information, optimizing older activity by 12%.
- Facilitated engineering department leadership by creating monthly reports, and analysis, to improve production efficiency.
- Analyzed and tracked the progress of 4 engineering specifications to improve testing safety.

Key Projects:

- NORTA (New Orleans Reginal Transit Authority) –Bus, Streetcars & Ferry Vessels
- Jefferson Parish

Clever Devices’ Products:

- IVN
- TCH
- URLC (Universal Radio Logic Controller)
- CleverCAD
- BusTime
- RideCheck Plus
- CleverWorks
- CleverCAD Mobile



Education:

- BS, Public Administration
Indiana University
Bloomington, 1991
- MBA, University of
Louisville, 2005

Specialization:

- Account Management
- Business Development
- Intelligent Transportation
Systems
- Public Transit
Management

Years of Experience:

- 30

Employment History:

- Clever Devices
 - Regional Director,
Business
Development; 2019 –
present
 - Sr. Strategic Account
Manager; 2018-19
 - Strategic Account
Manager; 2014 – 2018
- Xerox / ACS / Orbital
Sciences
 - Sr. Account Executive;
2006-2014
- Transit Authority of River
City, Louisville, KY
 - Director of Marketing
and Planning; 2001 –
2006
- CityBus of Greater
Lafayette, Lafayette, IN
 - Manager of
Development, 1995 –
2001
- Pace Bus Service,
Arlington Heights, IL
 - Operations Planner,
1991 - 1994

Michael has spent his entire thirty year professional career working in public transit. Prior to his time in the Intelligent Transportation Systems (ITS) industry, Michael held several positions at three public transit agencies. He has spent the past fifteen years working in the Intelligent Transportation Systems (ITS) industry, leading the account management for a mix of complex large to small projects for clients with enterprise application software systems.

REGIONAL DIRECTOR, BUSINESS DEVELOPMENT, CLEVER DEVICES LTD., WOODBURY, NY

- Responsible for account management and business development for all current and prospective clients in Clever Devices' Southeast region.
- Significant experience in sales strategy, gaining an understanding of clients needs, and overall business relationship management, including working through challenging situations.
- Leads a team of account managers who are focused on working with public transit agencies seeking solutions to help improve their systems for employees and customers.

STRATEGIC ACCOUNT MANAGER, CLEVER DEVICES LTD., WOODBURY, NY

- Generated new business and managed key accounts of large capital and labor intensive IT projects
- Collaboratively worked with customers to understand their specific goals and objectives and then develop solution based approaches
- Assisted in the development of new proposals and presentations to existing and prospective customers

SENIOR ACCOUNT EXECUTIVE, XEROX/ACS/ORBITAL SCIENCES

DIRECTOR OF MARKETING AND PLANNING, TRANSIT AUTHORITY OF RIVER CITY, LOUISVILLE, KENTUCKY

MANAGER OF DEVELOPMENT, CITYBUS OF GREATER LAFAYETTE, LAFAYETTE, INDIANA
OPERATIONS PLANNER, PACE BUS SERVICE, ARLINGTON HEIGHTS, ILLINOIS



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FX. (631) 421-1510
www.abt-products.com
DBE/WBE 11-3595890

ABT PRODUCTS & SERVICES LTD.: NYC/NYS WBE ORGANIZATION

ABT Products & Services was established in 2001, as a full service representative and distributor. ABT is focused on providing products that offer low maintenance, low cost solutions for common maintenance and operational situations. Our company is a certified DBE/WBE in many states. We also offer MBE capabilities with our business partners.

ABT provides quality solutions, which require little or no maintenance. A summary of the products & services we provide is listed below:

- **ABT INSTALLATION & RETROFIT SERVICES** – ABT installs video surveillance and electrical systems on vehicles. ABT installs SMART Bus Technology products including Turn Warning Systems, GPS, Onboard Computer Systems and more. We have done OEM Warranty Work including mirror retrofits and system upgrades. We offer a “core exchange” program where we collect broken mirrors at transit properties and provide repaired mirrors at a reduced cost.
- **ABC COMPANIES**- Transit Bus Parts & System components.
- **ALPINE SYSTEMS**- LED/LCD Displays, communication systems, and scheduling software. We supply and install systems for interior and exterior platforms, stations, and other commercial applications. Our experience includes New and Updated Transit Center BIDS systems.
- **AVID**- Audio/Video Systems.
- **ETS**, Gum Removal Machines, graffiti removal products, generators, scrubbers and power washers. We are a NY Dealer for ETS. We stock and sell these products.
- **FASTENAL**- As a Fastenal reseller, we offer to supply a wide range of Industrial and Safety Products. This includes Fasteners, Tools, Safety Equipment, Apparel, Chemicals, Janitorial Supplies and more.
- **IMTRA MARINE GRADE PRODUCTS**- Lighting- LED, Fluorescent & Underwater, Fixtures, Searchlights, Wipers & more.
- **MATRIX RAILWAY**- LED LIGHTING, Marker Lights, Circuit Boards, Power Supplies & Cabling.
- **PROTOFAST**- Sheet Metal Fabricator- Enclosures, Brackets, Signage and More
- **ROSCO MIRRORS**- Vehicle Mirrors; New & Repaired, Video Surveillance. DualVision Video Cameras, Backup Cameras and sensors, Shield+ Pedestrian Avoidance Systems.
- **SUPER SPRINGS- VEHICLE SUSPENSION STABILIZERS**- We are the transit Sales Representative and Distributor for SuperSprings in the transit marketplace. Super and Sumo Springs assist in comforting and smoothing the ride for clients
- **WBE/DBE PROCUREMENTS**- Certified DBE/WBE Company for Installations, Bus Parts & More

APRIL 2017

Anthony Scala

Objective

To obtain an accomplished career that combines my experience, specialized knowledge, and achievements in areas of project management with a company that can treat their employee's with respect while achieving their ultimate goal punctually.

Experience

Over the last 15 years, I have installed and/or supervised the installations of the below between Four Companies.

4/1/18- Present ABT Products & Services, Ltd. *Operations Manager* Newark,NJ

2/2014- 1/18

8/2013 – 1/2014 Transit Solutions Services Inc. Ocala, FL

Operations Manager/ Supervisor/ Technician

- | | |
|-------------------------------------|--|
| 1. AVL | 9. IVU (ACS, Xerox) |
| 2. APC (Automatic People Counters). | 10. Rewire and replace interior lights systems (MCI) |
| 3. GPS | 11. Wheel chair motors and wiring (MCI). |
| 4. P.A's | 12. Complete and submit all necessary paperwork. |
| 5. LED Signs | 13. Installed wireless routers and modems |
| 6. Antenna's | 14. Install Radio Integration systems |
| 7. Smart ballast | 15. Troubleshoot all discrepancies |
| 8. 3 generations of IVN's | |
-

11/2003 – 8/2013 CDA Services Inc. Fairfield, NJ

Project manager/ Installations Technician

- Installations Supervisor: Run and manage installations and installers on projects around the country.
-

Over the last 11 years I have worked with these contractors all around the country working at transit authorities.

- Clever Devices
- Orbital, ACS, Xerox
- Siemens
- (MCI) *Motor Coach Industries*
- INIT
- Trapeze Group
- Smart Tire
- Sports Works

NYC Transit System (MTA)
Westchester County Transit System
Memphis (MATA) Transit System
Nashville (RIPTA), Transit System
Vancouver Canada Transit System
Tampa Bay(HART) Florida Transit
Kansas City (KCATA) Transit System
Maryland Transit System (ride on)
Golden Gate Transit,CA
BARTA (Readington PA)
New Jersey Transit (NJT)
Pittsburg Transit System (PAAC)
Washington D.C. Metro (WMATA)

3.2.2 PROJECT APPROACH

At Clever Devices, we recognize that the overall management of your project is vital to its success. Simply put, the goal of project organization is the effective and efficient accomplishment of the project objectives. As your ITS project moves through the pre-defined project phases, it can have a long-lasting effect on your operations, staff, and public perception. Clever Devices understands this and is why more than 50% of the largest 100 agencies in the United States chose us as their trusted partner.

Over the last thirty-plus years, Clever Devices has developed a proven project management strategy based upon our own experience and the valuable lessons learned by successfully deploying over 200 deployments throughout North America. Additionally, our plan is founded on the general project management principles set forth by the United States Federal Transit Administration and the guidelines set forth by the Project Management Institute's Project Management Body of Knowledge (PMBOK®).

Our project management plan is a guide for action and is just one of the places where JPDTA is sure to realize the value in partnering with Clever Devices. Our major project tasks include the following:

- **Kick-off Meeting**
- **Requirements Assessment**
- **Design**
- **Hardware Procurement and Software Configuration**
- **Training**
- **Installation**
- **Project Acceptance**
- **Warranty and Maintenance**

3.2.2.1 KICK-OFF MEETING

Clever Devices will conduct a project kick-off meeting at your facility where we will introduce the team members, establish communication protocols and review JPDTA's goals, contract scope and major milestones. During this meeting, the roles and responsibilities of Clever Devices' and JPDTA's teams are clarified. Clever Devices and JPDTA will review the immediate upcoming tasks in detail to support the requirements review, and design phases of your project. At this meeting, the project schedule is discussed, and critical path items are highlighted. All actions and issues will be recorded by Clever Devices' project manager.

The outcome of the kick-off meeting is an agreement between Clever Devices and JPDTA as to each organization's roles and responsibilities, issues, risks, and an updated project management plan. This blueprint will ensure that expectations are appropriately managed. The project management plan is subsequently updated to reflect any decisions made and agreed upon at the kick-off meeting.

3.2.2.2 REQUIREMENTS ASSESSMENT

During this phase, Clever Devices will work with JPDTA to review the contract requirements and to define the solution that will be developed and deployed for your agency. Clever Devices conducts requirements reviews very early in the project to ensure that all of your requirements will be satisfied. The requirements review sessions are conducted on-site with JPDTA's team. It is through these meetings that we will establish the requirements matrix baseline for the subsequent design phases of the project.

3.2.2.3 DESIGN

At Clever Devices, our systems engineer produces the technical solution of the system, reviews the design with JPDTA and then works in coordination with the project team to obtain acceptance of the System Design Document (SDD). As necessary, the systems engineer will utilize Clever Devices' subject matter

experts such as product managers, IT, system experts, radio experts and data experts. The systems engineer will also coordinate meetings with JPDTA to ensure contractual compliance.

JPDTA’s subject matter experts, as identified during the kick-off meeting, will also have the opportunity to contribute to the SDD by reviewing the design and attending the appropriate design review sessions. Clever Devices will provide the required documentation for each design phase.

KEY CLEVER DEVICES TASKS DURING THE DESIGN PHASE	
<p>Wayside</p> <ul style="list-style-type: none"> Design and document installation at each site or site type for real-time passenger information signs 	<p>Information Technology</p> <ul style="list-style-type: none"> Review JPDTA's IT guidelines and security policies Establish remote access to JPDTA's network Design the fixed-end IT hardware to support the final solution Create the BOM for IT hardware and 3rd party COTS software Provide a detailed network diagram

The Design Phase is a key point of collaboration for Clever Devices and JPDTA. This is when we get into the details of the technical solution and how it will be implemented for JPDTA. Therefore, the Design Phase takes various factors into consideration to set the project up for success in the following stages.

Clever Devices will deliver design documentation in both hard and soft copy prior to the start of the meetings for our agency counterparts to review. JPDTA is responsible for reviewing these technical documents and generating feedback in preparation for any design meetings. JPDTA's feedback will *always be welcomed and encouraged*.

ITEMS DISCUSSED/DESCRIBED/CLARIFIED IN THE DESIGN PHASE		
<ul style="list-style-type: none"> System Architecture Overview 	<ul style="list-style-type: none"> Hardware Description, to include interface and configuration 	<ul style="list-style-type: none"> Software Description, to include user interface, and configuration
<ul style="list-style-type: none"> Description of Wayside Equipment 	<ul style="list-style-type: none"> Description of all 3rd party interfaces, if applicable. 	

3.2.2.4 HARDWARE PROCUREMENT AND SOFTWARE CONFIGURATION

During this phase Clever Devices builds the configuration and begins to procure hardware.

3.2.2.5 TRAINING

Clever Devices uses an objective-based educational approach for instructional design. We use the ADDIE model to determine the desired outcome, then design and develop the course contents and materials to support the objective. The ADDIE model provides a structured method to ensure that learning objectives are met. The model takes the training developer through the following steps in a closed loop fashion: Analysis, Design, Development and Implementation, with each of these steps closely linked to an Evaluation method to ensure that the training is reviewed at each step of the process. With



this approach, we focus on the job function of each student and organize the training to maximize their ability to perform these job functions efficiently and accurately.

The student's ability to perform job-related tasks will be used to demonstrate successful completion of the training. Clever Devices' products are intuitive to use; therefore, operations staff are not required to spend large amounts of time in training. Most modules can be taught in half of a shift. Our lesson plans will be carefully reviewed to ensure that safety is properly addressed, and that system security is not compromised.

Clever Devices will collaborate with the agency's project manager to create a training schedule. It will be the responsibility of the agency's management to schedule personnel to attend these training sessions.

For training at JPDTA, Adam Gash, Project Engineer, will execute the training and will be available to answer any technical questions your staff may have. He can be reached at the following:

- Phone: (516) 401-3528
- Email: agash@cleverdevices.com

3.2.2.5.1 EVALUATION PLAN



At Clever Devices, training is driven by the objective that attendees be able to use our technology to solve their transit operation challenges. As described above, the ADDIE model includes evaluation at each step of the process, from analysis through implementation. Clever Devices' training integrates assessments throughout the training. Lesson plans include practical exercises and direct skills checks, where appropriate, to ensure students not only understand the lesson content, but are capable of consistently exercising the lessons learned in practice. Assessments are designed to assist the instructor in determining the appropriate point at which to proceed to the next learning objective. For example, in the Vehicle Operator course, one of the lessons is designed to teach the student the messaging functionality of the system. Practical exercises are included to ensure that the student receives and sends messages using this function with the same touch screen interface that they will use in actual operation. Once the student has demonstrated the ability to send and receive messages of various types, the instructor knows that the lesson objective has been met and that they can proceed to the next lesson.

3.2.2.5.2 DELIVERY METHOD

Clever Devices uses a variety of delivery methods according to the needs of the individual classes. These methods are integrated into the lesson plans themselves. For example, if lecture and PowerPoint are used in a lesson's plan, the speaker's notes are embedded in the PowerPoint presentation itself. Clever Devices will provide adequate notice for preparation of space for all training. Note that multiple methods may be used within a given course. These methods are identified in each course syllabus and may include:

- Lectures using PowerPoint presentations
- Hands-on workstation usage utilizing the actual installed software on location and the JPDTA network
- Scenario resolution in the form of either group or individual exercises
- Question and answers on specific learning objectives
- On-the-job training during system installation and troubleshooting

Clever Devices will require the following resources from JPDTA:

- A room to deliver on-site training courses
- Projector and screen/display

- Network and application access for Trainer
- Computer workstations for each student to run the BusTime and Content Management applications
- A sign is required for the Sign Maintenance course
- List of student names for each class

3.2.2.5.3 TRAINING MATERIALS

Training materials will include presentations, instructor manuals, student workbooks and application user guides/manuals. The documentation that is used in classes will be available to JPDTA as softcopies with permission to reproduce.

3.2.2.5.4 TRAINING COURSES

The following sections detail the training courses being provided for JPDTA.

3.2.2.5.4.1 BUS TIME SIGN ADMINISTRATION

Audience System Administrators, Marketing, and Managers

Duration 1 hour

Prerequisites Basic to advanced knowledge of Microsoft Windows; familiarity with JPDTA operations

General Objective To train users to support, manage, change, and administer the systems underlying the BusTime implementation including all screens and reports which are related to the sign functionality.

Overview This is an instructor-led course. It covers end-user functionality of the BusTime admin console for the Real Time Passenger Information System administrator to understand system configuration and management in their day-to-day work environment for signs. Hands-on skill training will be done with a workstation and actual software.

Topics

- BusTime Overview, System Components and Architecture
- BusTime website arrivals, maps and subscriptions
- Supervisory website CAD/AVL like view
- BusTime configuration parameters
- Using Service Bulletins to communicate with the riding public
- Managing passenger advisory signs
- Reports

Documents Utilized BusTime Administrator Presentation

Location (s) JPDTA provided centralized training facility

3.2.2.5.4.2 CONTENT MANAGER SYSTEM (CMS)

Audience Those intending to manage and those responsible for audio and video functions and content which are related to the sign functionality.

Duration 2-3 hours

Prerequisites	Basic to advanced knowledge of Microsoft Windows.
General Objective	To enable students to be able to fully understand, design, and manage CleverVision displays and content relative to the signs.
Overview	This is an instructor-led course that includes layout design, configuration management, operation, and monitoring of the content manager system. In addition, real time and location-based content creation are covered. The course material is presented with a combination of slides, and a live software screen demonstration. Formal instruction includes hands-on, practical learning on the system software coupled with question-and-answer interaction throughout.
Topics	<ul style="list-style-type: none">• Content Management System (CMS)• Network monitoring – proof of play• Real-time Status, if deployed
Documents Utilized	CleverVision presentation, Content Manager User Guide accessed via application
Location (s)	JPDTA provided centralized training facility

3.2.2.5.4.3 **WAYSIDE EQUIPMENT MAINTENANCE**

Audience	Maintenance personnel
Duration	3-4 hours
Prerequisites	Knowledge of wayside displays/screens, familiarity with maintenance of electronics and Windows computer operations.
General Objective	To enable the trainer to teach students to diagnose and troubleshoot problems with hardware and connections and how to get non-conforming material returned for repair or replacement.
Overview	This instructor-led course will review troubleshooting techniques to allow students to isolate problems, remove, and replace the hardware. Additionally, the course will outline troubleshooting techniques for checking connections, ports, and mounting. The balance of the day is a combination of laboratory-style hands-on training and question-and-answer interaction.
Topics	<ul style="list-style-type: none">• Signage Hardware• Connectivity and Ports• Mounting• Troubleshooting• Non-conforming material return procedure
Documents Utilized	Support Manual; Training Presentation

Location (s) JPDTA provided centralized training facility

3.2.2.6 INSTALLATION

Clever Devices will provide an installation supervisor, who bears responsibility for installation quality and testing to pre-set standards. ATPs are conducted following the installation of each sign. Any and all deficiencies will be rectified before the initiation project acceptance.

Clever Devices' project manager coordinates the installation of the kiosks (post readiness review with JTA), is responsible for the kiosk materials to the site, and manages the installation subcontractor. The readiness review and schedule for installation will be coordinated with JPDTA's project manager or designated person.

3.2.2.7 PROJECT ACCEPTANCE

System verification and project closeout will occur at the completion of installation of the kiosks and will include verification of the kiosk operation.

3.2.2.8 WARRANTY AND MAINTENANCE

Clever Devices prides itself on providing the best service and support in the industry. Over the past 30 years, we have been committed to partnering with our clients to provide high quality transportation to the riding public. As part of this goal and mission, our commercial off-the-shelf (COTS) products are highly reliable, which minimizes warranty costs and results in a low total cost of ownership. In the event that one of our products needs service, Clever Devices responds quickly to provide a comprehensive resolution to the issue. The person answering your call is the same person that can work with you to resolve your issue. Many of our technical support specialists have extensive field experience, meaning that they approach product issues and customer concerns with a real-world perspective and with specific transit experience. This allows our clients to confidently, and consistently, deliver improved service to their ridership and derive maximum return on their investment in new technology.

To support the proposed warranty, maintenance and support services, Clever Devices will provide service. During the warranty and maintenance periods, the single point of contact for all warranty administration will be Monica Malhotra, Executive Vice President who can be reached via phone, email, or mail:

- Telephone: (516) 433-6100
- E-mail: MMalhotra@cleverdevices.com
- 300 Crossways Park Drive, Woodbury, NY 11797

Clever Devices will provide hardware and software warranty and support services on all deployed components covered under this agreement. The warranty period commences at substantial completion of the project. For the project at JPDTA, substantial completion will occur at System Acceptance. Additionally, JPDTA shall have the option of purchasing additional years of warranty, following the expiration of the initial warranty period.

Table 1 provides an overview of Clever Devices' proposed warranty. A detailed description for each of these services is described the following sections as well as in the draft agreements found in section 9.

TABLE 1: BASE CLEVER DEVICES' SERVICES

SUPPORT CATEGORY	DESCRIPTION
Technical Support & Call Center	<ul style="list-style-type: none"> Available as long as a warranty or service agreement is in place Available 24 hours a day, 7 days a week, 365 days per year, the Technical Support & Call Center will act as the escalation point for all service requests generated by JPDTA
Hardware Warranty	<ul style="list-style-type: none"> Applies to kiosks provided by Clever Devices Repair or replacement of returned hardware
Software Warranty	<ul style="list-style-type: none"> Applies to software provided by Clever Devices Software warranty includes updates for bug fixes and patches

The following table identifies the response times provided under the proposed warranty, maintenance, and support services.

TABLE 2: SERVICE RESPONSE TIME

PRIORITY CATEGORY	RESPONSE TIME	DEFINITION
Critical Issues	2 hours from notification	<ul style="list-style-type: none"> Critical issues resulting in central system functional systemic failures of all kiosk functioning, communications, and traveler information support functions Service requests into Clever Devices' Technical Support department Provided by the Technical Support & Call Center Establish VPN access, if required
Non-Critical Issues	Next Business Day	<ul style="list-style-type: none"> For kiosks components where replacements are needed. A workaround is required and available to resume system functionality Establish VPN access, if required Provided by the Technical Support & Call Center

3.2.2.8.1 TECHNICAL SUPPORT AND CALL CENTER

Clever Devices' Technical Support department provides a centralized point of contact for all issues reported and its services are included as part of the hardware warranty and software warranty solution. The Technical Support & Call Center is available by phone 24 hours a day, 7 days a week, and 365 days a year and will provide remote support beginning the date the system is installed. Clever Devices' Technical Support department will act as the escalation point for all service requests.

Backed by Clever Devices' software, deployment, and applications engineers, the Technical Support team provides customers with prompt service and incident resolution. The Technical Support department is located at Clever Devices' main office in Woodbury, NY.

Requests for service will be generated by JPDTA personnel contacting Clever Devices' Technical Support personnel. JPDTA will be able to report incidents and request service support to Clever Devices' Technical Support department via phone or email:

- Toll-free Technical Support Service: 1-888-478-3359
- E-mail: CleverSupport@CleverDevices.com

Regular business hours are Monday through Friday, 8:30am to 5:30pm Eastern Time, with extended hours offered as per customer requirements. All other times are considered “after-hours.” All after-hour calls should be made solely to the Tech Support phone at 1-888-478-3359. After-hour calls will be forwarded to an answering service and then to a Clever Devices on-call support representative.

Upon discovery of an error, and if requested by Clever Devices, the customer agrees to submit a listing of any data, which may include data log files, so that Clever Devices may reproduce the error and the operating conditions under which the error occurred or was discovered.

In order to support the system, Clever Devices requires remote access to the servers via a Virtual Private Network (VPN) connection. Clever Devices will not access the JPDTA internal network for any purpose other than for technical online support.

Clever Devices’ Technical Support & Call Center includes:

- Respond to requests from JPDTA for support for the diagnosis and restoration of failed central subsystems and onboard systems
- Assign a priority level to each issue
- Create and assign an Incident Tracking Number and provide to JPDTA
- Document issue specific information and provide diagnostic troubleshooting processes through issue resolution
- Remotely access and troubleshoot issue via Virtual Private Network, as required
- If escalation is required, coordinate technical resolutions with other Clever Devices' subject matter experts
- Document and communicate issue status with key JPDTA personnel and Clever Devices' stakeholders throughout issue life cycle
- Track, escalate, and resolve the incident ticket

3.2.2.8.2 HARDWARE WARRANTY

Clever Devices will repair or replace any faulty Clever Devices' hardware components returned to Clever Devices. Clever Devices’ repair facility, located in Woodbury, NY, provides full repair services for hardware products. The repair facility will perform test and repair service on faulty equipment down to the board component level utilizing state-of-the-art test equipment. All repaired equipment will be certified, tested, and updated with the latest firmware prior to returning to the spare parts pool.

Clever Devices Hardware Repair Service includes:

- Receive malfunctioning equipment into repair service facility
- Bench technicians analyze, troubleshoot, and repair or replace with new equipment
- Configure equipment to current operating parameters
- Bench technician performs system level test on the repaired or replaced equipment
- Document repair activities including owner of failure and components used to perform repair

Clever Devices offers quality maintenance training courses, taught by experienced professionals, who can clearly, concisely, and thoroughly teach JPDTA personnel the appropriate remove and replace procedures and techniques. Therefore, Clever Devices proposes that a JPDTA technician, trained by Clever Devices, will replace defective components. If the removal of the faulty component and replacement with a spare component does not resolve the issue, JPDTA will call Clever Devices' Technical Support for remote assistance.

Please see the sample agreements provided in section 9 for more details on warranty and maintenance coverage.

3.2.2.8.2.1 RETURN MERCHANDISE AUTHORIZATION (RMA) PROCESS

JPDTA is responsible for removing faulty onboard equipment and returning it to Clever Devices via a Return Merchandise Process (RMA). No products will be accepted without a Return Merchandise Authorization (RMA) number. Clever Devices will respond to an RMA number request within two (2) business days. RMA numbers can be obtained from Clever Devices' Customer Service Department:

Customer Service number: 1-888-478-3359

Email address: CSReturns@CleverDevices.com

In order to process a request, Clever Devices will need the following information:

- Item Description
- Clever Devices Part Number
- Serial Number
- Quantity being returned
- Reason for Return
- Bus Number, if applicable

Once Clever Devices provides an RMA number, JPDTA can then send the product to Clever Devices. The original purchaser must package the product properly. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost by the shipping company. JPDTA shall assume the costs of all defective product shipments made to Clever Devices. Clever Devices will provide details of where JPDTA shall ship any equipment approved for RMA. All RMA returns must include the RMA number on the shipping label.

Once Clever Devices receives the product, it will subsequently be evaluated by a Clever Devices' Bench Technician. If the product is repairable, Clever Devices' personnel will repair the product. If the product is not repairable, Clever Devices will replace the product with another part, purchased by JPDTA. The "Owner of Failure" will be assessed at the time of the evaluation and shall be reported by the Clever Devices Customer Service Representative at time of completion. Clever Devices will make best efforts to return the product within 30 days of receiving it from JPDTA.

Upon a completed Failure Analysis, product(s) will be ready to ship back to JPDTA. The shipping costs to JPDTA of all products covered under warranty will be the responsibility of Clever Devices.

For instances where JPDTA returns parts to Clever Devices that are determined after failure analysis to be "No Problem Found," JPDTA will be charged a standard Clever Devices bench fee. The shipping costs for all Non-Warranty Repairs/Replacements and/or No Problem Found conditions will be the responsibility of

JPDTA. Any material, part, or component used for replacement under the initial warranty will assume the remaining term of warranty of the part repaired or replaced.

Customers can contact Clever Devices at any time during the RMA return process to check the status of the equipment. Clever Devices will provide JPDTA with a detailed quotation and/or invoice for all costs associated with non-warranty repairs. Replaced components shall assume the original warranty terms.

3.2.2.8.3 SOFTWARE WARRANTY

In order to ensure that our software, which are designed to be free from defects, continues to function properly and be in conformance with the technical requirements. JPDTA will acquire permanent title to all the system's hardware and non-proprietary software provided under the contract, free and clear of all liens and encumbrances.

For all software-related issues reported by JPDTA, Clever Devices' Technical Support personnel will assign each reported incident an Incident Tracking Number. The Technical Support department will be responsible for tracking, escalating, and resolving the incident ticket.

A reported issue is entered and tracked via Clever Devices' internal issue-tracking system. This process facilitates the management and storage of defects, features and improvements throughout the software development process and allows complete lifecycle management of an issue from creation through closure.

During the warranty period, Clever Devices will furnish at no cost any materials, equipment, software, documentation detailing the operation and maintenance of the software necessary to maintain the system in accordance with the warranty. Clever Devices will provide all updates and upgrades during the maintenance period, and the labor to deploy the update or upgrade, if required to resolve a bug. Clever Devices can quote the cost to deploy all other updates or upgrades, including those to introduce features or enhancements which are above the original published and agreed specification, or product manual.

4 PROPOSER QUALIFICATIONS AND EXPERIENCE

Clever Devices Ltd. is the largest company in North America dedicated to providing Intelligent Transportation System (ITS) solutions for public transit. We have deployed ITS solutions on over 27,000 buses across the US and Canada. These installations were for transit agencies of varied size, included a multitude of tailored solutions, and were always executed with the utmost dedication to the client. In fact, one in three urban transport buses in the US and Canada use our ITS systems, and we are able to deploy our solutions across any fleet size.



Over
30 YEARS
in public transportation
technology

We know first-hand how important public transportation is in sustaining communities and building strong local economies. By connecting people to employment, health, educational, and other important opportunities and services, public transportation supports the growth and development of a community, leading to increased wages and improved local business environments. Furthermore, safe, accessible, and reliable public transportation reduces traffic congestion and reduce environmental impacts. These societal benefits, driven by public transportation, are why we do what we do. They are the reason that throughout each deployment and the development/improvement of every product, Clever Devices maintains focus on providing public transportation with innovative, state-of-the-art, technology-based solutions. This focus not only results in beneficial products for our direct clients, the transit agencies, but also for reliable service, useful information, and a pleasant transit experience for our indirect clients, your riders. We strive to help each agency accomplish the following:

- Improve the Rider Experience
- Increase Safety and Security
- Augment Operational Efficiencies
- Support Socially and Environmentally Responsible Mass Transportation

Clever Devices’ commitment to doing right by our clients and transit riders (as well as becoming a trusted partner for every client) is ingrained into our core values and corporate culture and we strive to foster a corporate culture wherein our core values are not only understood, but are embraced and celebrated. Our core values are inherent in everything we do and are an integral component of the fabric of our company. We promote, reward and recognize actions that demonstrate these core values.



FIGURE 4: OUR CORE VALUES

4.1 KNOWLEDGE AND PAST PROJECT EXPERIENCE

Our entry into the ITS market started with the delivery of ADA-compliant voice announcement systems. Building on our success with this, we perfected on-board automation technology for the transit fleets, setting the industry standard for functionality such as:

- Computer-Aided Dispatch / Automatic Vehicle Location (CAD/AVL)
- Automatic Stop Announcements (ASA)
- Automatic Passenger Counters (APC)
- Real Time Passenger Information Systems (RTPI) including signs and kiosks
- Automatic Vehicle Health Monitoring (AVM)
- Voice over Internet Protocol for Transit Communications (VoIP)

Clever Devices' intelligent transit technology is not only our primary line of business; it is our only business. We dedicate 100% of our resources to providing and deploying advanced sustainable technology solutions to the mass transit industry, setting us apart from most intelligent transportation system providers. As a testament to this dedication, we have deployed our solutions successfully at over 300 transit agencies around the world.

4.2 COMMITMENT TO PARTNERSHIP AND CLIENT SUCCESS

While Clever Devices has grown tremendously over the last 30 years, our core goal has remained being able to provide transit agencies with beneficial, comprehensive solutions that simplify their operations. It is that core belief that has led to our success, especially in recent years. While our client base and breadth of solutions have grown, our fervent dedication to doing the right thing for all of our clients is unwavering. That is why Clever Devices has partnered with some of the largest agencies in the United States, and is also why we have had the privilege of working with nearly 30 agencies that have under 100 buses.

TODAY, WE CONTINUE TO
DRIVE THE MARKET WITH
PROBLEM SOLVING
TECHNOLOGY SOLUTIONS. IN
WANTING TO CONTINUE TO
PROVIDE COMPREHENSIVE,
INTEGRATED SOLUTIONS FOR
OUR CLIENTS, WE ACQUIRED
ONE OF THE LEADING, STATE-
OF-THE-ART SCHEDULING
SYSTEMS PROVIDERS,
M.A.I.O.R.

4.3 CAPABILITIES AND DEDICATION TO CONTINUED INVESTMENT

Over the last 30 years, Clever Devices' portfolio has experienced an unparalleled record of achievement in design and delivery of intelligent transportation systems and CAD/AVL infrastructure. Over these years, we have continuously expanded our solutions to better serve our clients and have repeatedly raised the bar in the ITS industry. We are also active members of both APTA and CUTA, serving on both the APTA and CUTA Board of Directors and many of these organizations' committees. We are proud to be affiliated with these organizations and they provide invaluable insight into the needs and concerns of our clients.

Our continued investment in next-generation, sustainable products and advanced functionality ensures our clients receive the maximum benefit (such as operational efficiencies and additional revenue opportunities) available. The consistency of our R&D investments means that the Clever Devices ITS products our clients receive continue to be enhanced, addressing their needs as they continue to evolve. We continue to develop innovative public transportation solutions that increase accessibility and security while reducing operating and maintenance costs, as well as invest in our existing products.

Our commitment to innovation for our ITS products and integration projects has resulted in a number of significant achievements, awards, and industry firsts, including those listed in the following summary table:

CLEVER DEVICES' DISTINCTIONS AND AWARDS	
2021	Received Innovative Solution Award for CleverVision onboard infotainment deployed at CapMetro
2019	Clever Devices wins Corporate Patron of the Year from Tennessee Public Transportation Association
2019	Clever Devices receives APTA Bronze- Level Sustainability Committee Recognition
2017	Clever Devices acquires M.A.I.O.R, a leading provider of fixed route scheduling software
2016	Implemented Real Time Bus Detour and Bus Bridging Technology
2016	Implemented CleverVision infotainment system for advertising and revenue generation
2015	Implemented Automatic Consist Detection for Rail and the ENO Certified IVN-R
2015	Implementing the first North American TETRA radio project at New Jersey Transit
2015	Clever Devices acquires RSM Services, the leading provider of passenger counting software
2014	Ranked as one of the Deloitte's 2014 Technology Fast 500
2013	Ranked as one of the Deloitte's 2013 Technology Fast 500
2013	LISTnet winner for CleverCAD
2012	Clever Devices acquires Digital Recorders
2012	Clever Devices acquires GreyHawk Technologies, a leading paratransit solutions provider
2012	Living Labs Global Award for Modern Urban Transport Information
2012	LISTnet winner for Automatic Vehicle Monitoring (AVM)
2011	First VoIP-based voice communications deployed at a US transit system
2010	Chicago Innovation Award for BusTime real-time traveler information system
2009	First Automatic Passenger Counting (APC) system certified for NTD Reporting
2007	Deployed largest traveler information system in North America
2006	First Airport Shuttle AVL system deployed in the US
1999	First automatic vehicle health monitoring system installed on a US public transit
1998	Helen Keller Award of Appreciation for commitment to the Americans for Disabilities Act
1998	New York City Transit – Innovative Technology Supplier of the Year
1997	First automatic voice announcement system installed on a US public transit vehicle
1995	First GPS-based bus stop announcements (BSA) system installed on a US transit vehicle
1988	First ASA system deployed in the airport market at John F. Kennedy International Airport

4.4 ORGANIZATIONAL STRUCTURE

Clever Devices was founded in 1987 and became incorporated on March 2, 1988. For over 30 years, we have built an unparalleled record of achievement in the design and delivery of industry-leading ITS technology. Clever Devices is a privately held corporation, and we have enjoyed stable ownership throughout our history. Francis Ingrassia, Chief Executive Officer, and Francis “Buddy” Coleman, Chief Customer Officer, (as well as the rest of the Senior Management Team) are actively involved in the day-to-day business. This team ensures Clever Devices as a whole is responsive to our customers and focused on successfully meeting our commitments.

Together the leadership team represents collective 200+ years of experience in public transportation.



4.5 LOCATION OF OFFICES AND NUMBER OF EMPLOYEES

Our corporate headquarters is located in Woodbury, New York. With nearly 500 employees who are 100% dedicated to providing solutions that help you manage your business and operations, we have regional offices located in Morrisville, NC; Richmond, VA; and Toronto, Ontario. Our staff is highly experienced, and uniquely understand the markets we serve. This knowledge is gained through direct project experience and previous employment with transit agencies. In fact, our Senior Vice President of the Integrated Product Team, who oversees the development of our technology, is a former senior transit agency member.

4.6 EXPERIENCE AND REFERENCES

Clever Devices is proud to develop successful and long-lasting relationships with each of our clients. As Jefferson Parish has experienced, our clients are the driving force behind our business, and our goal is to ensure that not only are projects completed in a timely and professional manner, but that even post-deployment you have the resources you need to continue experiencing the benefits of the solution long-term. On the following pages, we have provided references for three (3) clients who currently utilize a system similar to that being proposed for JPDTA. We encourage you to contact these clients not only to understand first-hand the benefits of the solution to transit ridership but to garner an understanding of what it is like to partner with Clever Devices.

References have been included for the following Clever Devices clients:

1. **Gainesville Regional Transit System** – Gainesville, Florida
2. **LeeTran** – Fort Myers, Florida
3. **Nassau Inter County Express (NICE)** – Garden City, New York



GAINESVILLE REGIONAL TRANSIT SYSTEM (RTS)

Mode:

- Bus

System Summary:

- 136 Fixed Route Vehicles

Period of Performance:

- October 2020 – December 2021

Key Clever Devices Staff:

- Johnna McQuinn, Strategic Account Manager
- Ellen Mullen, Program Manager
- James Blumehofer, Project Manager
- Alex Kuman, Systems Engineer

Key Agency Staff:

- Jesus Gomez, Executive Director
- Roy Darnold, Project Manager
- Ray Allen, IT

References:

- Roy Darnold, Transit Operations Manager
100 SE 10th Avenue
Gainesville, FL 32601
Office: (352) 393-7861
darnoldrt@cityofgainesville.org

Gainesville RTS was a longstanding Digital Recorder customer who sought a CAD/AVL System. Working with the customer, we leveraged their existing hardware investment of DR700s and upgraded them to IVNs as part of the ITS migration project.

In addition to replacing the Digital Recorders AVA system, this integration project included robust single point log-in capacity, Automatic Vehicle Monitoring (AVM), BusTime RTPi integration (website, mobile app), CleverReports, Ridecheck Plus and a hosted IT environment.

Subsequently, Clever Devices responded to and was awarded an RFP for Digital Signage for several of Gainesville RTS' transit centers, which included Samsung LCD signage & CleverVision Content Manager. This project was completed in August 2022.

RTS has also begun adding CleverVision Onboard infotainment signs to their Gillig bus builds.

We have delivered the following functionality at RTS:

- BusTime Website and Mobile App
- CleverVision
- Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL)
 - Disruption Management
- Business Intelligence Reporting (CleverReports)
- Data Management (CleverWorks)
- DataLink
- Ridecheck Plus Ridership Reporting
- Automatic Vehicle Monitoring (AVM)
- Transit Center Digital Kiosks & Content Manager

We have integrated with the following functionality at RTS:

- Genfare Fareboxes
- UTA APCs
- Giro Hastus Scheduling



LEE COUNTY TRANSPORTATION (LEETRAN)

Mode:

- Bus

System Summary:

- 65 Fixed Route Vehicles
- 11 Non-Revenue Vehicles

Period of Performance:

- November 2015 – October 2017

Key Clever Devices Staff:

- Johnna McQuinn, Strategic Accounts Manager
- Kevin Mah, Project Manager

Key Agency Staff:

- Steven Manhertz, Technology Systems Specialist
- Paul Clark, CAFM Fleet and Facilities Maintenance Manager
- Dominic Gemelli, Planning and Scheduling Manager, LeeTran Mobility Enhancement Team

References:

- Steven Manhertz, Technology Systems Specialist
3401 Metro Parkway
Fort Myers, FL 333901
239-533-0245
smanhertz@leegov.com

Clever Devices provided CleverCAD, BusTime, CleverReports, BusLink, and CleverWorks as our base solution for LeeTran. Additionally, we delivered 33 digital signs to display bus arrival information at their transit and transfer centers, as well as 8 kiosks to provide useful information regarding transportation for veteran services.

We have recently upgraded LeeTran's kiosks and digital signs to Windows 10 operating systems and are in the process of delivering 2 new shelter signs as part of a transfer center renovation.

In addition, we have interfaced to LeeTran's existing UTA APC system Genfare fareboxes, and TwinVision destination signs.

We have delivered the following functionality at LeeTran:

- Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL)
- Real Time Passenger Information (BusTime)
- Reporting
- Bulk Data Transfer (BusLink)
- Wayside Signage and kiosks

We have integrated with the following functionality at LeeTran:

- UTA Automatic Passenger Counter System
- TwinVision Destination Signs
- GFI Farebox



SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY (SEPTA)

Mode:

- Bus
- Paratransit
- Rail

System Summary:

- 1455 Fixed Route Vehicles
- 500 Paratransit Vehicles
- 185 Rail Vehicles

Period of Performance:

- June 2015 – Present

Key Clever Devices Staff:

- Amy Miller, Vice President Business Development
- Thomas Richbourg, PMO Director
- Mark Catenacci, Field Service Technician II

Key Agency Staff:

- Sean Taggart, Senior Project Manager

References:

- Sean Taggart, Senior Project Manager
1234 Market Street, 14th Floor
Philadelphia, PA 19107
(215) 580-8309
staggart@septa.org

In 2012, Clever Devices acquired Digital Recorders, gaining SEPTA as a legacy client. At the time, SEPTA had aging DR500s and DR600s, and Clever Devices developed the DR700 for SEPTA as an interim solution, which gave SEPTA upgraded hardware that was capable of running the older DR software.

In 2015, SEPTA awarded New Flyer a 525-bus procurement, and Clever Devices hardware and software was included as part of the bus build. SEPTA began taking delivery of the new buses in 2016, and these new buses had TCHs, IVN4s, and upgraded harnesses, and included Automated Voice Announcements, Automatic Vehicle Monitoring, CleverReports, CleverAnalytics, Electronic Pre- and Post-Trip Inspections, BusTime and CleverVision. This procurement also required integration to the existing CAD/AVL system and management of the destination signs.

Each new bus in this delivery has two 24" monitors, one behind the driver/SDS box and one forward of the rear door. The layout of the monitors allows SEPTA to run paid advertising; bus arrival predictions so passengers know the timing of their stops; date; time; weather; and SEPTA PR and service announcements. Although not currently utilized, these monitors are also capable of having local news feed, audio and proximity advertising.

We have delivered the following functionality at SEPTA:

- Automatic Voice Announcements (AVA)
- Automatic Vehicle Monitoring (AVM)
- Reporting
- Pre- and Post-Trip Inspection
- Real-Time Passenger Information (RTPI) (BusTime)
- Dynamic Signs (CleverVision)

We have integrated with the following functionality at SEPTA:

- CAD/AVL
- Destination Signs

OEM Bus Build

- New Flyer
- 525 vehicles

5 INNOVATIVE CONCEPTS AND EXCEPTIONS TO THE TERMS AND CONDITIONS

This section contains confidential/proprietary information.

Clever Devices would like to note the following innovative concepts and benefits of our proposed solution to JPDTA:

- Display and Enclosure: Clever Devices proposed signs are a very high-quality Samsung LCD displays purpose build for outdoor use and installed in a sleek and rugged enclosure.
- Talking Sign and Push Button Enclosure: Purpose built for transit, the talking sign controller seamlessly integrates with JPDTA's existing BusTime system.
- Content Management: Clever Devices Content Manager will come with a pre-defined sign layout branded and customized for JPDTA to make media updates for public service announcements or advertisements simple and easy.

5.1 COMPLIANCE WITH THE TERMS AND CONDITIONS

This section contains confidential/proprietary information.

Clever Devices is proud to submit a highly compliant solution to JPDTA, and this extends to the terms and conditions as well. Respectfully, we would only like to raise the following:

- Page 18 - Clever Devices would like to request 30 days written notice for termination for convenience with payment for work completed and accepted.
- Page 33 - Clever Devices requests that the liability for indemnification be limited to the value of the contract and only apply in the case of negligence or willful misconduct.
- Page 41 - Clever Devices would like to request 30 days' to cure in the case of termination for convenience in the unlikely event of termination for default.
- Page 67, 71 – Clever Devices notes that this is not a Work For Hire contract.

5.2 COMPLIANCE WITH THE RFP REQUIREMENTS

This section contains confidential/proprietary information.

On the following pages, Clever Devices has included a completed compliance matrix detailing our compliance to each requirement from the RFP. We have utilized a rating scale of "C-Comply" for items with which we fully comply, "CM-Comply Modify" for items with which we comply with the intent but may have minor suggestions or language updates, and "N-Non-Comply" for items we are unable to provide.

	DESCRIPTION	RATING C-CM-N	REASON / ALTERNATIVE LANGUAGE
1	Proposer Minimum Requirements		
2	The proposer shall provide a complete inventory of equipment installed, including description, manufacturer, model, and serial number, and submit any manufacturer's warranty or registration forms. If the manufacturer's warranty is longer than one year; such warranty shall be provided to the owner. The proposer shall warrant all equipment to be free of defects in materials and workmanship for one year from the date of substantial completion of the project. For any failures within the warranty period, provide answers to service calls and requests for information within a 24-hour period and repair or replace any faulty item within a 23-hour period without charge, including parts and labor.	CM	Alternative Language: For any failures within the warranty period, provide answers to service calls and requests for information within a 24-hour period and repair or replace any faulty item within a 48 hour period without charge, including parts and labor.
3	Extended warranty for all equipment shall be available for a minimum of two additional years beyond initial warranty.	C	
4	Industry Standards/Tests/Recommendations: The following are standards, tests, and recommended methods that apply to this work. a) United States Military Standard (MIL-STD) b) SAE International (SAE) c) Universal Serial Bus (USB) d) Ingress Protection Rating (IP) e) International Organization for Standardization (ISO) f) Federal Communications Commission (FCC) g) Audio System Design and Installation (ASDI)	C	
5	Firm must be experienced at providing systems similar in nature and complexity to the project outlined in this request for proposal; and meet the following criteria: a) Be a franchised dealer and service facility for the major manufacturer's products furnished under this contract. b) Maintain a fully staffed and equipped service facility. c) Possess valid Louisiana State Contracting License, or demonstrate capacity to obtain an official contractor's license from the Louisiana State Licensing Board for Contractors	C	
6	References: Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in past two (2) years. Contact person(s), addresses and telephone numbers for each reference shall be included.	C	

7	Scope of Work/Services		
8	The JPDTA is currently seeking an interested, qualified proposer(s) to provide a total of two (2) digital transit information kiosks, complete with content management software (CMS) systems, one (1) for each of its bus transfer stations, located at Wilty Terminal and Walkertown Terminal. It is the proposer's responsibility to supply a complete turnkey project. All miscellaneous equipment and material as well as labor must be provided whether or not explicitly mentioned in the specifications.	C	
9	The scope of services shall include the installation and communications linkages of hardware and software that will support the system which shall have the functionality requirements described below. Equipment and components currently in place may be utilized by the new contractor if a cost savings is determined. Where the RFP indicates that the proposer or system 'must' meet a requirement means that the item is required to be satisfied for proposal evaluation. Any items that indicate the proposer or system should meet a requirement means that the proposer should explain if the feature can be satisfied or not, however it is not required for proposal submission that the item be satisfied. JPDTA may wish to purchase all, some, or none of these optional features either at award of contract or at a later date.	C	
10	Proposer must provide the following services related to product acquisition: <ul style="list-style-type: none"> • Installation • design drawings and manuals • system configuration on-site testing. 	C	
11	Basic System Requirements		
12	Product must be compatible with Clever Devices CAD/AVL system.	C	

13	<p>The proposer must furnish a turnkey system with these components, at minimum:</p> <ul style="list-style-type: none"> • ARK PC • Junction Box Enclosure and Harness • Power Supply • Web Relay • Ethernet Switch • Content Player and Text-to-Speech Licenses • Pushbutton Speaker Enclosure and Cable Assembly • Talking Sign Assembly • Push for Info (with Braille) Sign and Bracket 	C	
14	Technical Specifications		
15	Video Display & Hardware Specifications		
16	<p>Proposer to furnish two (2) freestanding passenger information kiosks for transit service information, complete with CMS system, one for each of its bus transfer stations. Deliverables to be installed at Wilty Terminal in Gretna, LA, and Walkertown Terminal, Marrero, LA. Proposer must supply two (2) Cell Modems (Ruggedized Compact) and antennas, featuring 4G/LTE technology at minimum.</p>	C	
17	<p>a) Qty: 2 (two) Freestanding Outdoor Kiosks (Water/Dust Proof/Impact/Anti Graffiti) with CMS systems to be installed at Wilty and Walkertown Terminals with all Hardware Included</p>	C	
18	<p>b) Qty: 2 (two-) - 4G/LTE Cell Modems (Ruggedized Compact)</p>	C	
19	<p>Our current preferences are as follows, but will consider other options as it pertains to kiosks:</p> <ul style="list-style-type: none"> • Minimum 55" display (24x7 Rated) • Dual-sided kiosks • Designed for continuous 24/7/365 operation with life span of 50,000 hours or greater • Super high brightness • Audio required (built-in or standalone) • Minimum High Brightness 2500-NIT • Minimum 3 (three)-year manufacturer warranty on displays with onsite support • Anti-glare technology installed • Minimum IPS 56 rated 	C	

20	Locations for Kiosks		
21	<ul style="list-style-type: none"> Wilty Passenger Terminal (21 Westbank Expressway, Gretna, L-) <ul style="list-style-type: none"> Qty: 1 (on-) -freestanding kiosk with hardware to be installed at transfer station. Proposer will provide recommendations for best type of displays and install locations(s). Proposer is not responsible for relocation of existing kiosk before product can be installed. 	C	
22	<ul style="list-style-type: none"> Walkertown Passenger Terminal (5800 Westbank Expressway, Marrero, L-) <ul style="list-style-type: none"> Qty: 1 (on-) - freestanding kiosk with hardware to be installed at transfer station. Proposer is not responsible for removal of existing display before product can be installed. 	C	
23	Displayed Content and Information		
24	Current Department preferences for user content are as follows:	C	
25	<ul style="list-style-type: none"> Real Time Bus Arrival and Departure information: scheduled arrival and departures when real time is not available 	C	
26	<ul style="list-style-type: none"> Local weather alerts option will need to be included with Emergency option so JPDTA can display during bad weather conditions 	C	
27	<ul style="list-style-type: none"> JPDTA Marketing Branding options must also be displayed throughout all non interactive screens 	C	
28	<ul style="list-style-type: none"> Displays will provide JPDTA multi-media information and photos in schedule sequences 	C	
29	<ul style="list-style-type: none"> The ability for JPDTA staff to remote access the monitors and add content via internet 	C	
30	<ul style="list-style-type: none"> Each unit can display both unique and group content 	C	
31	Server/Cloud and Software Capabilities		
32	Current Department preferences for system capabilities are as follows:	C	
33	<ul style="list-style-type: none"> Digital Media Players or built-in display 	C	
34	<ul style="list-style-type: none"> Interactive Multi-User technology capabilities 	C	
35	<ul style="list-style-type: none"> Software that will provide interactive and digital signage 	C	
36	<ul style="list-style-type: none"> Media Servers that can handle Digital Signage with backup capabilities 	C	
37	<ul style="list-style-type: none"> Ability to monitor, diagnose and update software remotely 	C	
38	Network Connectivity Specifications		

39	Proposers must specify minimum workstation requirements, including cell modem required for both units for remote access (AT&T or Verizon compatibility required). JPDTA will be responsible for 4G LTE Cell Services.	C	
40	User Viewing		
41	JPDTA will need both units installed to view the media content. Current Department preferences for product viewing are as follows:	C	
42	<ul style="list-style-type: none"> A 1920x1080 resolution area is preferred. 	C	
43	<ul style="list-style-type: none"> Video Screens shall allow for the viewing of multiple videos and documents on all screens 	C	
44	ADA Requirements		
45	Kiosks will meet all requirements for video, monitor height and sound dictated by the Americans with Disabilities Act (ADA), including:	C	
46	<ul style="list-style-type: none"> Pushbutton Speaker Enclosure and Cable Assembly 	C	
47	<ul style="list-style-type: none"> Talking Sign Assembly 	C	
48	<ul style="list-style-type: none"> Push for Info (with Braille) Sign and Bracket (push-to-talk function) 	C	
49	Equipment and Hardware Testing		
50	Installation of all equipment, software, laying of wire and all ancillary equipment and connectors must be installed, test verified and delivered in operating and ready-to use condition	C	
51	JPDTA is forecasting to have this project completed within six (6) months of the contract execution.	C	
52	Software		
53	Proposer will be required to:	C	
54	<ul style="list-style-type: none"> Furnish, design, develop, configure, install, test, train and deliver the equipment and computer operating system(s) in a ready-to-use condition, and perform all other related work. 	C	
55	<ul style="list-style-type: none"> Provide an anticipated future release schedule/frequency of software updates and provide pricing of updates within first five (5) years. 	C	
56	Training		
57	Proposer shall submit a training plan that describes the procedures that the Proposer will employ to adequately accomplish training related to the implementation and full utilization of the system. Proposer will be required to meet the following minimum requirements:	C	

58	<ul style="list-style-type: none"> Proposer shall provide a contact person and phone number to assist JPDTA with any technical questions. This service shall be provided as a part of the training for a minimum of six (6) months from the date of installation. 	C	
59	<ul style="list-style-type: none"> Training shall be provided to personnel designated by JPDTA within 15 business days from the completed installation and acceptance date. Training for all hardware and software must be provided on-site and shall at a minimum include: 	C	
60	<ul style="list-style-type: none"> o name and phone number of the person responsible for training for six (6) months 	C	
61	<ul style="list-style-type: none"> o how to install or setup a computer as a viewing station 	C	
62	<ul style="list-style-type: none"> o how to operate the Media Software 	C	
63	<ul style="list-style-type: none"> o how to backup and retrieve data 	C	
64	<ul style="list-style-type: none"> o how to search and program media servers 	C	
65	Product Guarantee and Warranty		
66	<p>a) Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by Monitor Manufacturer for three (3) years from transfer of title against any defects. The successful proposer shall correct defects that may occur as the result of faulty workmanship within first year, after installation and acceptance by JPDTA, at no additional cost to JPDTA. The successful proposer shall promptly, at no cost to JPDTA, correct or re-perform (including modifications or additions as necessary) any nonconforming or defective work within the First Year after completion of the project of which the work is a part. The period of the successful proposer's warranty for any items herein are not exclusive remedies, and JPDTA has recourse to any warranties of additional scope given by the successful proposer to JPDTA and all other remedies available at law or in equity. The successful proposer's warranties shall commence with acceptance of/or payment for the work in full.</p>	C	
67	<p>b) If the successful proposer procures equipment or materials under the Contract, the proposer shall obtain for the benefit of JPDTA and materials warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable.</p>	C	
68	<p>c) The successful proposer shall pass along to JPDTA any additional warranties offered by the manufacturers, at no additional costs to JPDTA, should said warranties extend beyond the one-year period specified herein.</p>	C	

69	d) This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by JPDTA or anyone other than employees or agents of the successful proposer. The successful proposer's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at the successful proposer's option. Insurance covering said equipment from damage or loss is to be borne by the successful proposer until full acceptance of equipment and services.	C	
70	Period of Agreement		
71	The term of any resulting contract shall be for five (5) years commencing on the date of execution or signing of the contract and shall expire on five (5) years following date of execution.	C	

6 PROJECT SCHEDULE

This section contains confidential/proprietary information.

Clever Devices will create and maintain a master project schedule in Microsoft Project. The master project schedule is a tool to track the planned project schedule against the actual project schedule and milestones. It is updated and submitted in the project status report and is presented at major reviews.

We are proposing a 7-month schedule for JPDTA, with System Acceptance planned for October 18, 2023. This schedule will not only allow JPDTA to achieve its goals for this RFP, but also takes into consideration progress reports and design meetings. In reviewing the project schedule, it is important to note that we do not ascribe a maximum amount of resources that we will dedicate to a project we take on. We always commit to our clients the necessary resources to complete our assignments in a way that not only meets our contractual obligations but exceeds your expectations.

In our experience and in the spirit of true partnership, we feel that our proposed timeline will be most beneficial to JPDTA, as it provides for several advantages:

1. Clever Devices can spend the necessary time to collaborate with JPDTA to plan an efficient installation process, tailored to minimize impact to JPDTA's operations
2. It allows us to work closely with JPDTA's staff to provide comprehensive training and understanding of the system

Clever Devices has provided a project schedule in Gantt Chart format on the following pages.

6.1 JPDTA RESPONSIBILITIES

One of the many key aspects to a successful project is a clear definition of roles and responsibilities. It is very important that there is a clear communication between Clever Devices and JPDTA to ensure a successful deployment of the project. To that end, listed below are JPDTA's responsibilities to help ensure this success. Depending on the final contract Statement of Work, this list may change to meet additional project requirements.

While this list might seem intimidating at first, almost all of these are focus around one core theme: collaboration. Each of these items are aimed at making the installation and cutover to the new system as easy and seamless as possible. Other vendors may claim that their system can be installed with minimal involvement from JPDTA. While this might seem appealing at first, no one knows your operations like you do. That's why our approach to deployment is focused on collaboration, while our dedicated project team leads this deployment to a successful completion. We are by your side every step of the way.

Agency Resources

1. Assemble a project team including a project manager and a technical lead who will have the ability to coordinate and make decisions on behalf of JPDTA
2. Assign champions and user representatives from various scope areas including Maintenance, Operations, Marketing (for RTPI), IT, Scheduling, Database and System Maintenance (post deployment), etc.

Collaboration

1. Ensure all relevant project team members participate in periodic project status conference calls, attend all project meetings such as the on-site operational assessment, requirements review,

design meetings, and testing (as well as provide timely reviews/approvals) so that the project stays on schedule

2. Provide support in the scheduling of training and related logistics and ensure that necessary staff participates in training sessions
3. Report problems using standard format agreed at the onset of the project
4. Coordinate with project manager to determine initial screen layouts

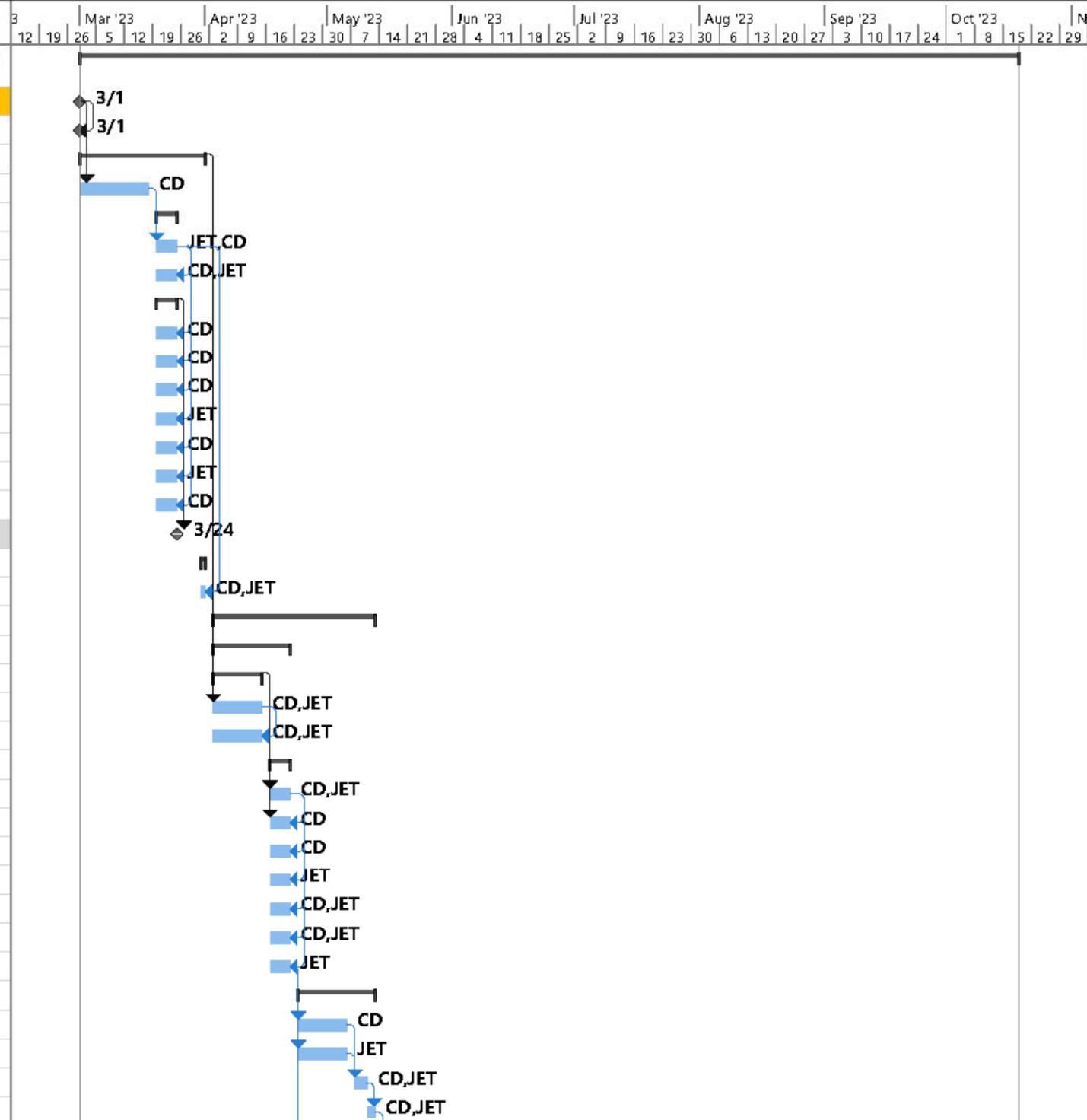
Networking and IT Infrastructure

1. During the design phase, Clever Devices will work with JPDTA to clearly define the exact location of the signs, electrical runs and networking configuration. JPDTA will need to provide proper staff and reviews to sign off on the solution
2. Provide Clever Devices remote access via VPN or other secure solution to the servers and infrastructure for support of administration, configuration, deployment, and support of the system

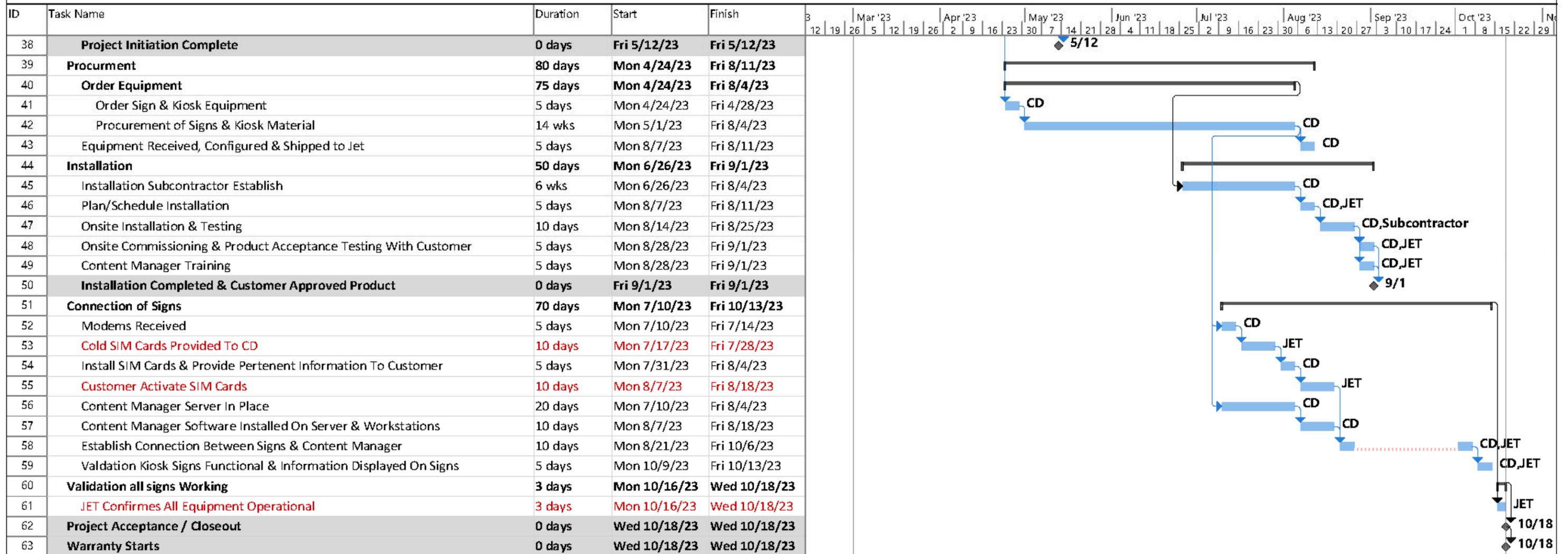
Wayside

1. Assist Clever Devices where necessary in obtaining necessary permits or permissions for any activities requiring outside authorization

ID	Task Name	Duration	Start	Finish
1	Jefferson Parish Digital Kiosks w/ CMS Project	166 days	Wed 3/1/23	Wed 10/18/23
2	Notice to Proceed	0 days	Wed 3/1/23	Wed 3/1/23
3	PO Provided	0 days	Wed 3/1/23	Wed 3/1/23
4	Project Initiation	23 days	Wed 3/1/23	Fri 3/31/23
5	Project Turned Over & Planning	13 days	Wed 3/1/23	Fri 3/17/23
6	JET & CD Shelter Sign Kickoff Meeting & Reviews	5 days	Mon 3/20/23	Fri 3/24/23
7	Key Stakeholders Introduced	5 days	Mon 3/20/23	Fri 3/24/23
8	Requirements Review	5 days	Mon 3/20/23	Fri 3/24/23
9	Scope Details Discussed	5 days	Mon 3/20/23	Fri 3/24/23
10	Display Sign Details Reveiwed	5 days	Mon 3/20/23	Fri 3/24/23
11	Push Button Audio / Text To Speech (TTS)	5 days	Mon 3/20/23	Fri 3/24/23
12	Router Type Identified	5 days	Mon 3/20/23	Fri 3/24/23
13	Cellular Service (Proviude By Customer)	5 days	Mon 3/20/23	Fri 3/24/23
14	Installation & Testing	5 days	Mon 3/20/23	Fri 3/24/23
15	Professional Engineer Work	5 days	Mon 3/20/23	Fri 3/24/23
16	Content Manager Reviewed	5 days	Mon 3/20/23	Fri 3/24/23
17	Project Initiation Complete	0 days	Fri 3/24/23	Fri 3/24/23
18	Milestones	1 day	Fri 3/31/23	Fri 3/31/23
19	Milestones Established & Agreed	1 day	Fri 3/31/23	Fri 3/31/23
20	Design	30 days	Mon 4/3/23	Fri 5/12/23
21	Preliminary Design	15 days	Mon 4/3/23	Fri 4/21/23
22	CD Internal Review	10 days	Mon 4/3/23	Fri 4/14/23
23	Review of Renderings	10 days	Mon 4/3/23	Fri 4/14/23
24	Review of Kiosk & Shelter Drawings	10 days	Mon 4/3/23	Fri 4/14/23
25	Customer Review	5 days	Mon 4/17/23	Fri 4/21/23
26	Review Meeting with CD & JET	5 days	Mon 4/17/23	Fri 4/21/23
27	Scope Definition	5 days	Mon 4/17/23	Fri 4/21/23
28	Renderings/Pre-Drawings/Info Provided by CD	5 days	Mon 4/17/23	Fri 4/21/23
29	Professional Engineering Review	5 days	Mon 4/17/23	Fri 4/21/23
30	Discussion on Sign Layout	5 days	Mon 4/17/23	Fri 4/21/23
31	Service Bullentins on Sign Layout Review	5 days	Mon 4/17/23	Fri 4/21/23
32	Provide Comments & Feedback / Order Long Lead Parts	5 days	Mon 4/17/23	Fri 4/21/23
33	Final Design	15 days	Mon 4/24/23	Fri 5/12/23
34	Review Comments & Update Design Documents	10 days	Mon 4/24/23	Fri 5/5/23
35	Finalize Professional Engineering Design	10 days	Mon 4/24/23	Fri 5/5/23
36	Final Design Review Meeting	3 days	Mon 5/8/23	Wed 5/10/23
37	Final Design Approval	2 days	Thu 5/11/23	Fri 5/12/23



Project: Jefferson Parrish v3.mpp Date: Tue 8/23/22	Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress
	Split	Inactive Task	Duration-only	Finish-only	Critical	
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split	
	Summary	Inactive Summary	Manual Summary	External Milestone	Progress	



Project: Jefferson Parrish v3.mpp Date: Tue 8/23/22	Task		Project Summary		Manual Task		Start-only		Deadline		Manual Progress	
	Split		Inactive Task		Duration-only		Finish-only		Critical			
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Critical Split			
	Summary		Inactive Summary		Manual Summary		External Milestone		Progress			

7 FINANCIAL PROFILE

This section contains confidential/proprietary information.

Clever Devices is financially sound and has 30 years of experience in providing cutting edge transportation technology. As mentioned above, we have partnered with a multitude of transit agencies to provide comprehensive solutions for the benefit of their operations, staff, and riders. We possess sufficient internal financial strength and external borrowing capacity to meet the financial demands of this project. On the following pages, we have provided a copy of a letter from our bank affirming our financial capacity, and confidential financial information. Clever Devices considers these financial statements to be confidential commercial and financial information, and accordingly, we request that this material be exempt from any public disclosure.



February 1, 2022

To Whom It May Concern:

Clever Devices has been a valued and long-standing client of HSBC since 2013. We look forward to our relationship with Clever Devices continuing to expand. Since inception, the Company's credit facility has grown from \$35mm to the present \$75mm, 5-year, multi-bank syndicated facility maturing December 2024. To date, all facilities have been handled as agreed.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

William Conlan

William Conlan
SVP, Relationship Manager

HSBC Bank USA, N.A.
(M) 631.703.5920
william.conlan@us.hsbc.com

RESTRICTED

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2021 AND 2020

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

ASSETS

	<u>2021</u>	<u>2020</u>
CURRENT ASSETS:		
Cash	\$ 2,783,953	\$ 9,212,661
Accounts receivable, net	25,723,233	25,579,838
Inventories, net	8,411,039	8,897,612
Contract assets	13,366,867	12,585,840
Employee Retention Credit receivable	6,234,020	-
Prepaid expenses and other current assets	<u>1,138,039</u>	<u>1,691,469</u>
Total Current Assets	<u>57,657,151</u>	<u>57,967,420</u>
PROPERTY AND EQUIPMENT, NET	<u>4,681,182</u>	<u>4,986,234</u>
OTHER ASSETS:		
Software development costs, net	52,804,730	58,838,833
Intangible assets, net	62,591	83,455
Security deposits	<u>230,503</u>	<u>235,256</u>
Total Other Assets	<u>53,097,824</u>	<u>59,157,544</u>
TOTAL ASSETS	<u>\$ 115,436,157</u>	<u>\$ 122,111,198</u>

The accompanying notes are an integral part of these consolidated financial statements.

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2021</u>	<u>2020</u>
CURRENT LIABILITIES:		
Short-term debt	\$ 167,393	\$ 490,786
Current maturities of long-term debt, net	3,491,134	2,601,484
Current portion of obligations under capital leases	70,867	95,422
Accounts payable	10,693,657	6,788,501
Accrued payroll and payroll taxes	2,367,594	2,311,721
Accrued expenses and other current liabilities	2,892,737	2,798,328
Income taxes payable - current	-	261,146
Contract liabilities - current	9,650,484	8,614,365
	<u>29,333,866</u>	<u>23,961,753</u>
Total Current Liabilities		
LONG-TERM LIABILITIES:		
Note payable - bank	3,000,000	13,150,000
Long-term debt, less current maturities, net	30,268,009	33,691,966
Obligations under capital leases, less current portion	44,206	115,636
Contract liabilities - long-term	702,843	2,148,719
Notes payable - stockholders	5,000,000	5,000,000
Deferred tax liabilities, net	8,439,893	10,774,794
Deferred rent	561,190	746,920
Other long-term liabilities	1,791,714	2,591,415
Derivative liability	94,427	462,868
	<u>49,902,282</u>	<u>68,682,318</u>
Total Long-Term Liabilities		
Total Liabilities	<u>79,236,148</u>	<u>92,644,071</u>
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Common stock, no par value; 200 shares authorized, issued and outstanding	4,000	4,000
Additional paid-in capital	36,483,387	27,483,387
Retained earnings	282,192	2,407,620
Accumulated other comprehensive loss, net of tax	(569,570)	(427,880)
	<u>36,200,009</u>	<u>29,467,127</u>
Total Stockholders' Equity		
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 115,436,157</u>	<u>\$ 122,111,198</u>

The accompanying notes are an integral part of these consolidated financial statements.

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
NET SALES	\$ 126,271,197	\$ 126,653,918
COST OF GOODS SOLD	<u>79,093,424</u>	<u>76,270,876</u>
GROSS PROFIT	<u>47,177,773</u>	<u>50,383,042</u>
OPERATING EXPENSES:		
Selling	9,094,551	6,532,130
General and administrative	<u>40,126,690</u>	<u>40,692,338</u>
Total Operating Expenses	<u>49,221,241</u>	<u>47,224,468</u>
Interest and other expenses, net	<u>2,172,221</u>	<u>2,654,825</u>
(Loss) income before minority share purchase, other nonrecurring costs and (benefit from) provision for income taxes	(4,215,689)	503,749
Minority share purchase and other nonrecurring costs (\$4,380,418 for the year ended December 31, 2020 related to the minority share sale) (See Note 22)	-	(4,998,047)
(Benefit from) provision for income taxes (\$10,364,860 for the year ended December 31, 2020 related to the change in structure from an S Corporation to a C Corporation) (See Notes 1 and 23)	<u>(2,090,261)</u>	<u>10,692,175</u>
NET LOSS	<u>\$ (2,125,428)</u>	<u>\$ (15,186,473)</u>

The accompanying notes are an integral part of these consolidated financial statements.

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
NET LOSS	\$ (2,125,428)	\$ (15,186,473)
OTHER COMPREHENSIVE (LOSS) INCOME, NET OF TAX:		
Unrealized (loss) gain on derivatives and foreign currency translation	<u>(141,690)</u>	<u>984,985</u>
COMPREHENSIVE LOSS	<u>\$ (2,267,118)</u>	<u>\$ (14,201,488)</u>

The accompanying notes are an integral part of these consolidated financial statements.

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	Common Stock	Additional	Retained	Accumulated	
	Shares	Paid-In Capital	Earnings	Other Comprehensive	Total
	Amount			Loss,	
				Net of Tax	
BALANCE, JANUARY 1, 2020	200	\$ 4,000	\$ 17,658,630	\$ (1,412,865)	\$ 23,795,002
NET LOSS	-	-	(15,186,473)	-	(15,186,473)
CONTRIBUTIONS FROM MINORITY SHARE STOCKHOLDERS	-	19,938,150	-	-	19,938,150
DISTRIBUTIONS TO LEGACY STOCKHOLDERS (NOTE 23)	-	-	(64,537)	-	(64,537)
OTHER COMPREHENSIVE GAIN, NET OF TAX	-	-	-	984,985	984,985
BALANCE, DECEMBER 31, 2020	200	4,000	27,483,387	(427,880)	29,467,127
NET LOSS	-	-	(2,125,428)	-	(2,125,428)
CONTRIBUTIONS FROM STOCKHOLDERS	-	9,000,000	-	-	9,000,000
OTHER COMPREHENSIVE LOSS, NET OF TAX	-	-	-	(141,690)	(141,690)
BALANCE, DECEMBER 31, 2021	200	\$ 4,000	\$ 36,483,387	\$ (569,570)	\$ 36,200,009

The accompanying notes are an integral part of these consolidated financial statements.

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (2,125,428)	\$ (15,186,473)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	24,114,699	25,742,458
Amortization of financing costs	84,632	74,300
Bad debt expense	24,250	67,297
Deferred income taxes	(2,334,901)	10,301,588
Deferred rent adjustment	(185,730)	(145,476)
Gain on extinguishment of debt	(332,386)	-
(Increase) decrease in assets:		
Accounts receivable	(167,645)	(2,335,468)
Inventories	486,573	2,691,460
Contract assets	(781,027)	1,418,548
Income tax receivable	-	894,577
Employee Retention Credit receivable	(6,234,020)	-
Prepaid expenses and other current assets	553,430	844,203
Security deposits	4,753	35,862
Increase (decrease) in liabilities:		
Accounts payable	3,905,156	(7,234,415)
Accrued payroll and payroll taxes	55,873	640,321
Accrued expenses and other current liabilities	94,409	(1,574,265)
Income taxes payable	(261,146)	(139,609)
Contract liabilities	(409,757)	(760,934)
Other liabilities	(690,876)	697,048
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>15,800,859</u>	<u>16,031,022</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Repayments from legacy stockholders	-	1,079,969
Purchase of property and equipment	(952,242)	(255,905)
Software development costs	(17,568,160)	(17,531,035)
NET CASH USED IN INVESTING ACTIVITIES	<u>(18,520,402)</u>	<u>(16,706,971)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from note payable - bank	4,000,000	8,000,000
Repayments of note payable - bank	(14,150,000)	(18,000,000)
Proceeds from notes payable - stockholder	-	5,000,000
Repayments of notes payable - legacy stockholders	-	(2,634,277)
Repayments of short-term debt	(302,713)	(169,649)
Proceeds from long-term debt	504,073	1,508,173
Repayments of long-term debt	(2,495,077)	(7,556,564)
Financing costs from obtaining long-term debt	(83,833)	-
Obligations under capital leases	(95,985)	(250,502)
Contributions from minority stockholders	9,000,000	19,938,150
Distributions to legacy stockholders	-	(64,537)
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>(3,623,535)</u>	<u>5,770,794</u>
EFFECT OF EXCHANGE RATE CHANGES ON CASH	<u>(85,630)</u>	<u>660,360</u>
NET (DECREASE) INCREASE IN CASH	<u>(6,428,708)</u>	<u>5,755,205</u>
CASH, BEGINNING OF YEAR	<u>9,212,661</u>	<u>3,457,456</u>
CASH, END OF YEAR	<u>\$ 2,783,953</u>	<u>\$ 9,212,661</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Income taxes	<u>\$ 708,758</u>	<u>\$ 206,899</u>
Interest	<u>\$ 1,714,841</u>	<u>\$ 2,797,395</u>
NONCASH INVESTING AND FINANCING ACTIVITIES:		
Gain on extinguishment of debt	<u>\$ 332,386</u>	<u>\$ -</u>

The accompanying notes are an integral part of these consolidated financial statements.

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly- Owned Subsidiary of Clever Devices Holdings, LLC)

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2020 AND 2019

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2020 AND 2019

ASSETS

	<u>2020</u>	<u>2019</u>
CURRENT ASSETS:		
Cash	\$ 9,212,661	\$ 3,457,456
Accounts receivable, net	25,579,838	23,311,667
Inventories, net	8,897,612	11,589,072
Contract assets	12,585,840	14,004,388
Income tax receivable	-	894,577
Prepaid expenses and other current assets	<u>1,691,469</u>	<u>2,535,672</u>
Total Current Assets	<u>57,967,420</u>	<u>55,792,832</u>
Property and equipment, net	<u>4,986,234</u>	<u>6,046,756</u>
OTHER ASSETS:		
Software development costs, net	58,838,833	64,809,282
Advances to stockholders	-	1,079,969
Intangible assets, net	83,455	104,318
Security deposits	<u>235,256</u>	<u>271,118</u>
Total Other Assets	<u>59,157,544</u>	<u>66,264,687</u>
TOTAL ASSETS	<u>\$ 122,111,198</u>	<u>\$ 128,104,275</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2020 AND 2019

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2020</u>	<u>2019</u>
CURRENT LIABILITIES:		
Short-term debt	\$ 490,786	\$ 613,024
Current maturities of long-term debt, net	2,601,484	2,700,796
Current obligations under capital leases	95,422	241,605
Accounts payable	6,788,501	14,022,916
Accrued payroll and payroll taxes	2,311,721	1,671,400
Accrued expenses and other current liabilities	2,798,328	4,372,593
Income taxes payable - current	261,146	400,755
Contract liabilities - current	8,614,365	10,202,544
	<u>23,961,753</u>	<u>34,225,633</u>
Total Current Liabilities		
LONG-TERM LIABILITIES:		
Note payable - bank	13,150,000	23,150,000
Long-term debt, less current maturities, net	33,691,966	39,311,979
Obligations under capital leases, less current portion	115,636	219,955
Contract liabilities - long-term	2,148,719	1,321,474
Notes payable - stockholders	5,000,000	2,634,277
Deferred tax liabilities, net	10,774,794	473,206
Deferred rent	746,920	892,396
Other long-term liabilities	2,591,415	1,767,618
Derivative liability	462,868	312,735
	<u>68,682,318</u>	<u>70,083,640</u>
Total Long-Term Liabilities		
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Common stock, no par value; 200 shares authorized, issued and outstanding	4,000	4,000
Additional paid-in capital	27,483,387	7,545,237
Retained earnings	2,407,620	17,658,630
Accumulated other comprehensive loss, net of tax	(427,880)	(1,412,865)
	<u>29,467,127</u>	<u>23,795,002</u>
Total Stockholders' Equity		
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$ 122,111,198</u>	<u>\$ 128,104,275</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
Net sales	\$ 126,653,918	\$ 175,469,437
Cost of goods sold	<u>76,270,876</u>	<u>119,514,712</u>
Gross profit	<u>50,383,042</u>	<u>55,954,725</u>
Operating expenses:		
Selling	6,532,130	12,312,209
General and administrative	<u>40,692,338</u>	<u>43,613,277</u>
Total Operating Expenses	<u>47,224,468</u>	<u>55,925,486</u>
Interest and other expenses, net	2,654,825	2,778,398
Income (loss) before minority share purchase, other nonrecurring costs and provision for income taxes	<u>503,749</u>	<u>(2,749,159)</u>
Minority share purchase and other nonrecurring costs, (\$4,380,418) for the year ended December 31, 2020 related to the minority share sale	(4,998,047)	(1,959,823)
Provision for income taxes, (\$10,364,860) for the year ended December 31, 2020 related to the change in structure from an S Corporation to a C Corporation	<u>(10,692,175)</u>	<u>(310,164)</u>
NET LOSS	<u>\$ (15,186,473)</u>	<u>\$ (5,019,146)</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
NET LOSS	\$ (15,186,473)	\$ (5,019,146)
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAX:		
Unrealized gain (loss) on derivatives and foreign currency translation	<u>984,985</u>	<u>(1,184,307)</u>
COMPREHENSIVE LOSS	<u>\$ (14,201,488)</u>	<u>\$ (6,203,453)</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Retained Earnings	Accumulated	
					Other Comprehensive Loss, Net of Tax	Total
BALANCE, JANUARY 1, 2019	200	\$ 4,000	\$ 7,545,237	\$ 22,679,384	\$ (228,558)	\$ 30,000,063
NET LOSS	-	-	-	(5,019,146)	-	(5,019,146)
DISTRIBUTIONS TO LEGACY STOCKHOLDERS	-	-	-	(1,608)	-	(1,608)
OTHER COMPREHENSIVE LOSS, NET OF TAX	-	-	-	-	(1,184,307)	(1,184,307)
BALANCE, DECEMBER 31, 2019	200	4,000	7,545,237	17,658,630	(1,412,865)	23,795,002
NET LOSS	-	-	-	(15,186,473)	-	(15,186,473)
CONTRIBUTIONS FROM MINORITY SHARE STOCKHOLDERS	-	-	19,938,150	-	-	19,938,150
DISTRIBUTIONS TO LEGACY STOCKHOLDERS	-	-	-	(64,537)	-	(64,537)
OTHER COMPREHENSIVE INCOME, NET OF TAX	-	-	-	-	984,985	984,985
BALANCE, DECEMBER 31, 2020	200	\$ 4,000	\$ 27,483,387	\$ 2,407,620	\$ (427,880)	\$ 29,467,127

CLEVER DEVICES LTD. AND SUBSIDIARIES
(A Wholly-Owned Subsidiary of Clever Devices Holdings, LLC)
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (15,186,473)	\$ (5,019,146)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	25,742,458	22,857,394
Amortization of financing costs	74,300	-
Bad debt expense	67,297	71,452
Deferred income taxes	10,301,588	161,367
Deferred rent adjustment	(145,476)	(106,321)
Changes in Assets (Increase) Decrease:		
Accounts receivable	(2,335,468)	12,068,222
Inventories	2,691,460	18,024,411
Contract assets	1,418,548	(8,268,920)
Income tax receivable	894,577	-
Prepaid expenses and other current assets	844,203	617,185
Security deposits	35,862	(6,141)
Changes in Liabilities Increase (Decrease):		
Accounts payable	(7,234,415)	3,957,273
Accrued payroll and payroll taxes	640,321	(4,999,712)
Accrued expenses and other current liabilities	(1,574,265)	(6,999,972)
Income taxes payable	(139,609)	(966,681)
Contract liabilities	(760,934)	(11,787,739)
Other liabilities	697,048	221,636
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>16,031,022</u>	<u>19,824,308</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Repayments from (advances to) legacy stockholders	1,079,969	(1,079,969)
Purchase of property and equipment	(255,905)	(1,258,709)
Software development costs	(17,531,035)	(23,656,489)
NET CASH USED IN INVESTING ACTIVITIES	<u>(16,706,971)</u>	<u>(25,995,167)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from note payable - bank	8,000,000	6,384,180
Repayments of note payable - bank	(18,000,000)	-
Proceeds from notes payable - stockholder	5,000,000	-
Repayments of notes payable - legacy stockholders	(2,634,277)	(1,385,499)
Proceeds from long-term debt	1,508,173	2,203,489
Repayments of long-term debt	(7,726,213)	(2,465,672)
Financing costs from obtaining long-term debt	-	(371,500)
Obligations under capital leases	(250,502)	(486,782)
Contributions from stockholders	19,938,150	-
Distributions to legacy stockholders	(64,537)	(1,608)
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>5,770,794</u>	<u>3,876,608</u>
EFFECT OF EXCHANGE RATE CHANGES ON CASH	<u>660,360</u>	<u>(30,079)</u>
NET INCREASE (DECREASE) IN CASH	5,755,205	(2,324,330)
CASH, BEGINNING OF YEAR	<u>3,457,456</u>	<u>5,781,786</u>
CASH, END OF YEAR	<u>\$ 9,212,661</u>	<u>\$ 3,457,456</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Income taxes	<u>\$ 206,899</u>	<u>\$ 1,188,478</u>
Interest	<u>\$ 2,797,395</u>	<u>\$ 2,949,905</u>
NONCASH INVESTING AND FINANCING ACTIVITIES:		
Refinancing of note payable - bank into long-term debt	<u>\$ -</u>	<u>\$ 40,000,000</u>
Refinancing of long-term debt into note payable - bank	<u>\$ -</u>	<u>\$ 1,860,000</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

PROPRIETARY: This document contains information that is proprietary to Clever Devices Ltd. Use or disclosure of any material contained herein without the consent of Clever Devices is strictly prohibited.

CLEVER DEVICES LTD. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2019 AND 2018

ASSETS

	<u>2019</u>	<u>2018</u> <u>(Restated)</u>
CURRENT ASSETS:		
Cash	\$ 3,457,456	\$ 5,781,786
Accounts receivable, net	23,311,667	35,451,341
Inventories, net	11,589,072	29,613,483
Contract assets	14,004,388	4,848,893
Income tax receivable	894,577	-
Prepaid expenses and other current assets	<u>2,535,672</u>	<u>3,152,857</u>
Total Current Assets	<u>55,792,832</u>	<u>78,848,360</u>
PROPERTY AND EQUIPMENT, NET	<u>6,046,756</u>	<u>6,653,948</u>
OTHER ASSETS:		
Software development costs, net	64,809,282	62,258,449
Advances to stockholders	1,079,969	-
Intangible assets, net	104,318	125,182
Security deposits	271,118	264,977
Derivative assets	<u>-</u>	<u>813,317</u>
Total Other Assets	<u>66,264,687</u>	<u>63,461,925</u>
	<u>\$ 128,104,275</u>	<u>\$ 148,964,233</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2019 AND 2018

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2019</u>	<u>2018</u> (Restated)
CURRENT LIABILITIES:		
Note payable - bank	\$ -	\$ 54,905,820
Short-term debt	613,024	537,558
Current maturities of long-term debt, net	2,700,796	1,228,315
Current obligations under capital leases	241,605	497,772
Accounts payable	14,022,916	10,065,643
Accrued payroll and payroll taxes	1,671,400	6,671,112
Accrued expenses and other current liabilities	4,372,593	11,372,565
Notes payable - stockholders	-	4,019,776
Income taxes payable - current	400,755	1,367,436
Contract liabilities - current	10,202,544	4,529,342
	<u>34,225,633</u>	<u>95,195,339</u>
LONG-TERM LIABILITIES:		
Note payable - bank	23,150,000	-
Long-term debt, less current maturities, net	39,311,979	3,460,460
Obligations under capital leases, less current portion	219,955	450,570
Notes payable - stockholders	2,634,277	-
Deferred tax liabilities, net	473,206	311,839
Contract liabilities - noncurrent	1,321,474	1,210,183
Deferred rent	892,396	998,717
Other long-term liabilities	1,767,618	1,545,982
Derivative liability	312,735	-
	<u>70,083,640</u>	<u>7,977,751</u>
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Common stock, no par value; 200 shares authorized, issued and outstanding	4,000	4,000
Additional paid-in capital	7,545,237	7,545,237
Retained earnings	17,658,630	38,470,464
Accumulated other comprehensive loss, net of tax	(1,412,865)	(228,558)
	<u>23,795,002</u>	<u>45,791,143</u>
	<u>\$ 128,104,275</u>	<u>\$ 148,964,233</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
NET SALES	\$ 175,469,437	\$ 153,495,078
COST OF GOODS SOLD	<u>119,514,712</u>	<u>86,793,412</u>
GROSS PROFIT	<u>55,954,725</u>	<u>66,701,666</u>
OPERATING EXPENSES:		
Selling	12,312,209	15,940,660
General and administrative	<u>43,613,277</u>	<u>44,866,836</u>
Total Operating Expenses	<u>55,925,486</u>	<u>60,807,496</u>
OTHER (EXPENSE) INCOME:		
Interest expense, net	(3,007,661)	(2,261,664)
Gain on fair market value of derivatives	239,456	349,345
Loss on foreign currency transactions	(10,193)	(5,355)
Nonrecurring charges	<u>(1,959,823)</u>	<u>-</u>
Total Other Expenses	<u>(4,738,221)</u>	<u>(1,917,674)</u>
(LOSS) INCOME BEFORE PROVISION FOR INCOME TAXES	(4,708,982)	3,976,496
PROVISION FOR INCOME TAXES	<u>310,164</u>	<u>1,829,040</u>
NET (LOSS) INCOME	<u>\$ (5,019,146)</u>	<u>\$ 2,147,456</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u> <u>(Restated)</u>
NET (LOSS) INCOME	\$ (5,019,146)	\$ 2,147,456
OTHER COMPREHENSIVE LOSS, NET OF TAX:		
Unrealized loss on derivatives and foreign currency translation	<u>(1,184,307)</u>	<u>(204,839)</u>
COMPREHENSIVE (LOSS) INCOME	<u>\$ (6,203,453)</u>	<u>\$ 1,942,617</u>

CLEVER DEVICES LTD. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u> <u>(Restated)</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net (loss) income	\$ (5,019,146)	\$ 2,147,456
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	22,857,394	19,046,235
Bad debt expense (recovery)	71,452	(109,858)
Deferred income taxes	161,367	98,263
Deferred rent adjustment	(106,321)	56,049
Write-off of property and equipment	-	1,180,710
Changes in Assets (Increase) Decrease:		
Accounts receivable	12,068,222	41,564
Inventories	18,024,411	(18,338,754)
Contract assets	(8,268,920)	2,784,824
Prepaid expenses and other current assets	617,185	(2,046,347)
Security deposits	(6,141)	(48,006)
Changes in Liabilities Increase (Decrease):		
Accounts payable	3,957,273	4,767,558
Accrued payroll and payroll taxes	(4,999,712)	5,375,106
Accrued expenses and other current liabilities	(6,999,972)	6,915,343
Income taxes payable - current	(966,681)	1,264,200
Contract liabilities	(11,787,739)	(5,079,178)
Other liabilities	221,636	113,127
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>19,824,308</u>	<u>18,168,292</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Advances to stockholders	(1,079,969)	-
Purchase of property and equipment	(1,258,709)	(3,648,130)
Increase in software development costs	(23,656,489)	(24,374,333)
NET CASH USED IN INVESTING ACTIVITIES	<u>(25,995,167)</u>	<u>(28,022,463)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from note payable - bank	6,384,180	20,000,000
Repayments of note payable - bank	-	(3,000,000)
Repayment of note payable - stockholders	(1,385,499)	(94,532)
Proceeds from long-term debt	2,203,489	2,248,406
Repayments of long-term debt	(2,465,672)	(2,471,751)
Financing costs from obtaining long-term debt	(371,500)	-
Obligations under capital leases	(486,782)	(660,407)
Distributions to stockholders	(1,608)	(106,003)
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>3,876,608</u>	<u>15,915,713</u>
EFFECT OF EXCHANGE RATE CHANGES ON CASH	<u>(30,079)</u>	<u>(1,069,679)</u>
NET (DECREASE) INCREASE IN CASH	(2,324,330)	4,991,863
CASH, BEGINNING OF YEAR	<u>5,781,786</u>	<u>789,923</u>
CASH, END OF YEAR	<u>\$ 3,457,456</u>	<u>\$ 5,781,786</u>

8 APPENDIX A: SIGNED ATTACHMENTS AND FORMS

On the following pages, Clever Devices has included the following signed forms and attachments:

1. Insurance Requirements
2. Signature Page
3. Corporate Resolution
4. Federal Transit Administration (FTA) Master Agreement
5. Debarment/Suspension Certification
6. Certifications on Restrictions on Lobbying
7. Louisiana State Business License

PART I - APPENDICIES

ATTACHMENT A
Return With Your Proposal

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646).

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (amends Resolution No. 113646), as amended.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797	CONTACT NAME: Jenifer Ferris	
	PHONE (A/C. No. Ext): 800-767-7837	FAX (A/C. No): 516-487-0372
E-MAIL ADDRESS: request@sterlingrisk.com		
License#: BR-1418528		INSURER(S) AFFORDING COVERAGE
CLEVDEV-01		INSURER A : HSB SPECIALTY INSURANCE COMPANY
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :
INSURED Clever Devices, Ltd. 300 Crossways Park Drive Woodbury NY 11797		NAIC # 14438

COVERAGES **CERTIFICATE NUMBER: 662329797** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber / E&O Liability			6632297-01	5/23/2022	5/23/2023	OCC/AGG \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is included as additional insured as required by written contract.

CERTIFICATE HOLDER Jefferson Parish Purchasing Department Joseph S. Yenni Building 1221 Elmwood Park Blvd, Suite 404 Jefferson LA 70123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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ATTACHMENT B

Request for Proposals #441

**TO PROVIDE AND INSTALL DIGITAL KIOSKS WITH CONTENT
MANAGEMENT SOFTWARE (CMS) SYSTEMS AT WILTY AND
WALKERTOWN PASSENGER TERMINALS**

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing To Provide and Install Digital Kiosks with Content Management Software (CMS) Systems at Wilty and Walkertown Passenger Terminals for the for the Jefferson Parish Transit Department.

Request for Proposals will be received until 3:30 p.m. Local Time on: August 26, 2022.

Acknowledge Receipt of Addenda: Number: 1
Number: 2
Number: _____
Number: _____
Number: _____

Name of Proposer: Clever Devices Ltd.

Address: 300 Crossways Park Drive

Woodbury, New York 11797

Phone Number: 516-736-0620 Fax Number _____

Type Name of Person Authorized to Sign: Francis J. Ingrassia

Title of Person Authorized to Sign: President

Signature of Person Authorized to Sign: *Francis J. Ingrassia*

Email Address of Person Authorized to Sign: imcquinn@cleverdevices.com

Date: 9/2/2022

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Jennifer L. Matheis
JENNIFER L. MATHEIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6200358
Qualified in Nassau County
Commission Expires February 2, 2025

ATTACHMENT C
CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Clever Devices Ltd.

INCORPORATED.

AT THE MEETING OF DIRECTORS OF Clever Devices Ltd.
INCORPORATED, DULY NOTICED AND HELD ON August 24, 2022,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT Francis J. Ingrassia, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH
THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR
AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS,
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE
ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY
SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING,
CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT
AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF AN EXCERPT OF THE
MINUTES OF THE ABOVE DATED MEETING OF THE
BOARD OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

DocuSigned by:
Andrew Stanton

SECRETARY-TREASURER

August 24, 2022

DATE

**Board of Directors Corporate Resolution of
Clever Devices Ltd.
20221107-01**

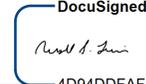
We, the undersigned, being all the Directors of this Corporation consent and agree that the following Corporate Resolution was made
On August 24, 2022
At 10:00am
At 300 Crossways Park Drive, Woodbury New York 11797

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the Board of Directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the Board of Directors decided that:

Clever Devices Ltd. is hereby authorized to submit a proposal for Jefferson Parish RFP 00441 Provide and Install Digital Kiosks for Transit and that Francis J. Ingrassia, President of Clever Devices, is authorized as agent and Attorney-in-Fact with full power and authority to act on behalf of the company in all negotiations, bidding, concerns and transactions with the Parish of Jefferson.

Resolved further that any of the Directors of the Corporation is hereby authorized to forward a true copy of this resolution and any other documents as may be necessary to give effect to this resolution.

The officers of this corporation are authorized to perform the acts to carry out this resolution.

<p>DocuSigned by:  9B65A3C900E64CB... Director Signature</p>	<p><u>Francis J. Ingrassia</u></p>	<p><u>08/24/2022</u> Date</p>
<p>DocuSigned by:  5360CC9DB71B402... Director Signature</p>	<p><u>Francis X. Coleman III</u></p>	<p><u>08/24/2022</u> Date</p>
<p>DocuSigned by:  F1C14DF9F1F14B0... Director Signature</p>	<p><u>Bradley Langer</u></p>	<p><u>08/24/2022</u> Date</p>
<p>DocuSigned by:  4D94DDFAFF6F483... Director Signature</p>	<p><u>Rusty Lewis</u></p>	<p><u>08/24/2022</u> Date</p>

The Secretary certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the Board of Directors.

<p>DocuSigned by:  31578A6161FE464... Signature of Secretary</p>	<p><u>08/24/2022</u> Date</p>
---	-----------------------------------

Andrew Stanton, Secretary

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B X there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

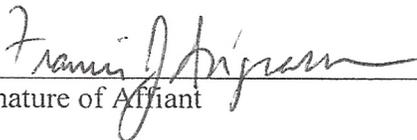
Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A X* Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.



Signature of Affiant

Francis J. Ingrassia

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

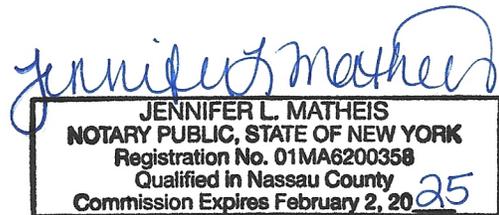
ON THE 24th DAY OF August , 20 22 .

Notary Public _____

Printed Name of Notary Jennifer L. Matheis

Notary/Bar Roll Number 01MA6200358

My commission expires 2/2/2025 .



*Clever Devices' only subcontractor for this project with Jefferson Transit is ABT Products & Services LTD.
Proof of their DBE status for the State of Louisiana is provided on the following pages.

UCP SEARCH RESULTS

Contractor	Business Type	License
Owner	Minority Type	FAX
Certifying Agency	Phone	
Work Type	E-Mail Address	
	Service Type	
ABT PRODUCTS & SERVICES, LTD 280 BROADWAY HUNTINGTON, NY 11746 LISA HORCHOS New Orleans Regional Transit Authority 425120-Wholesale Trade Agents and Brokers 423840-Industrial Supplies Merchant Wholesalers C87-Broker Fees for Janitorial Supplies 423710-Hardware Merchant Wholesalers 238210-Electrical Contractors	White Women Owned Business 631-421-1500 lhorchos@abt-products.com SUPPLIER	631-421-1510



Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119-6301

504.827.8300

www.norta.com

June 1, 2016

Ms. Lisa Horchos, President
ABT Products & Services, LTD
21A Bay Avenue
Huntington, NY 11743

Dear Mr. Horchos:

We are pleased to inform you that your firm has been certified as a Disadvantaged Business Enterprise (DBE) for the following NAICS code:

425120	Wholesale Trade Agents and Brokers
238210	Electrical Contractors and Other Wiring Installation Contractors
423710	Hardware Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers

Your firm will remain certified in the DBE Program pursuant to 49 CFR Part 26.83. You will be required to submit an annual affidavit stating that your firm continues to meet the eligibility requirements of the program. This form will be sent to you approximately 4 weeks prior to your anniversary date (June 1, 2017). You must notify our office immediately regarding any changes which affect the social and economic disadvantage, size, ownership or control of your firm.

We reserve the right to withdraw this certification, if at any time, it is determined that DBE certification was knowingly obtained by the submission of false, misleading or incorrect data. We, further reserve the right to request additional information and/or conduct an on-site visit at any time during your certification period.

If we can be of further assistance, please contact the DBE Office (504) 827-8308

Sincerely,

Janice Abadie
DBE Compliance Manager

ATTACHMENT E
Return With Your Proposal

FEDERAL TRANSIT AUTHORITY MASTER AGREEMENT

Contractor(s) agrees to acknowledge that Jefferson Parish has a grant agreement with the FTA, and Contractor(s) agrees to adhere to any and all terms and conditions of the grant agreement as they relate to obligations the Proposers would assume under this contract. The contractor(s) assumes all responsibilities for compliance with the United States Department of Transportation, Federal Transit Administration (FTA) Master Agreement, a copy of which can be viewed at <https://www.transit.dot.gov/sites/fta.dot.gov/files/2021-02/FTA-Master-Agreement-v28-2021-02-09.pdf>. This Master Agreement covers Federal financial assistance authorized by Federal transit laws codified at 49 U.S.C. 05301 et seq.; Title 23, United States Code (Highways); the Intermodal Surface Transportation Efficiency Act of 1991, as amended; or other Federal enabling laws administered by FTA. Any obligation of a Proposer or Contractor(s) to comply with governmental standards or regulations shall include the obligation to document such compliance. Any purchases made by Contractor(s) using federal funds shall be made in compliance with FTA third-party contracting requirements (Circular 4220.1F), a copy of which can be viewed at http://www.ft.dot.gov/legislation_law/12349_8641.html. Any Contractor(s) shall supply and/or execute such documents as the Parish may reasonably need to affect the purposes of this contract or to comply with federal applicable regulations. All proposals shall contain all certifications, duly executed, contained herein which are applicable. Failure to do so may result in the Parish's refusal to consider the proposal.

We have read the attached Federal Transit Authority Master Agreement and are fully aware of the responsibilities and duties of Jefferson Parish and its contractors in complying with these requirements.



Signature
For: (company name) Clever Devices Ltd.
Title: President
Date: 8/24/2022

ATTACHMENT G

Return With Your Proposal

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your proposal. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Francis J. Ingrassia, President
(Name and Title of proposer's official)

Clever Devices Ltd.
(Name of proposer/company)

300 Crossways Park Drive
(Address)
Woodbury, New York 11797
(Address)

PHONE 516-736-0620 FAX _____

EMAIL jmcquinn@cleverdevices.com

 Signature 8/24/2022 Date

ATTACHMENT H
Return With Your Proposal

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Francis J. Ingrassia, President, hereby certify on
(name and title of proposer's official)

behalf of Clever Devices Ltd. that:
(name of proposer)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 24th day of August, 2022

By 
(signature of authorized official)

President
(title of authorized official)

ATTACHMENT I
Return With Your Proposal

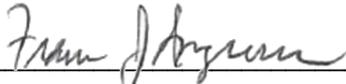
NON-COLLUSION FORM

By submission of this proposal, the Offeror Francis J. Ingrassia, certifies
Name of Offeror

that (s)he is President of Clever Devices Ltd.
Title Name of Firm

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.
5. Each person signing the proposal certifies that:
 - a. He is 'he person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above; or
 - b. He is not 'he person in the Consultant's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1- 4) above.

Signature: 

ATTACHMENT J
Return With Your Proposal

CONTRACTOR GENERAL CERTIFICATIONS

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) The Proposer and its Subcontractors are not in arrears to the Jefferson Parish Department of Transit Administration and or any of the named Procuring Agencies upon debt or contract and are not a defaulter, as surety or otherwise, upon any obligation to the Jefferson Parish Department of Transit Administration and or any of the named Procuring Agencies.

No officer or employee or person whose salary or compensation for services is or has been payable in the past two (2) years in whole or in part from the Jefferson Parish Department of Transit Administration is or shall be or become interested directly or indirectly in this proposal or in the award or performance of the contract for the supplying of the aforesaid, and other related items, or in any portion of the profits or price therefore.

The Proposer complies with mandatory standards and polices relating to energy efficiency in compliance with the Federal Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).

The Contractor, Clever Devices Ltd., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if an'.

Signature of Contractor's Authorized Official:



Name and Title of Contractor's Authorized Official:

Francis J. Ingrassia, President

Date: 8/24/2022

This form does not apply to Clever Devices' offering.

REQUEST FOR EQUALS
Return With Your Proposal

Company Name: _____

Specification Section Number: _____

Component Item Listed: _____

Proposed Item: _____

Note: A separate form must be submitted for each request for an approved equal. Proposers are required to submit technical information for each item. Any request received without the necessary technical information will be returned.



Name	Type	City	Status
CLEVER DEVICES LTD.	Business Corporation (Non-Louisiana)	WOODBURY	Active

Previous Names

Business: CLEVER DEVICES LTD.
Charter Number: 41854743F
Registration Date: 4/13/2015
Domicile Address

300 CROSSWAYS PARK DRIVE
WOODBURY, NY 11797

Mailing Address

300 CROSSWAYS PARK DRIVE
WOODBURY, NY 11797

Principal Business Office

300 CROSSWAYS PARK DRIVE
WOODBURY, NY 11797

Registered Office in Louisiana

3867 PLAZA TOWER DR.
BATON ROUGE, LA 70816

Principal Business Establishment in Louisiana

5615 CORPORATE BLVD., STE. 400B
BATON ROUGE, LA 70808

Status

Status: Active
Annual Report Status: In Good Standing
Qualified: 4/13/2015
Last Report Filed: 3/22/2022
Type: Business Corporation (Non-Louisiana)

Registered Agent(s)

Agent: C T CORPORATION SYSTEM Address 1: 3867 PLAZA TOWER DR. City, State, Zip: BATON ROUGE, LA 70816 Appointment Date: 4/13/2015
--

Officer(s)

Additional Officers: No

Officer: FRANCIS COLEMAN Title: Vice-President Address 1: 300 CROSSWAYS PARK DRIVE City, State, Zip: WOODBURY, NY 11797
Officer: FRANCIS INGRASSIA Title: President Address 1: 300 CROSSWAYS PARK DRIVE City, State, Zip: WOODBURY, NY 11797
Officer: ANDREW STANTON Title: Secretary Address 1: 300 CROSSWAYS PARK DRIVE City, State, Zip: WOODBURY, NY 11797

Amendments on File (1)

Description	Date
Stmnt of Chg or Chg Prin Bus Off	10/18/2015

Print

9 APPENDIX B: DRAFT HARDWARE WARRANTY AGREEMENT AND SAMPLE SAAS AGREEMENT

On the following pages, Clever Devices has included our draft Hardware Warranty Agreement and sample Software as a Service (SaaS) agreement for Jefferson Parish's review.

Software as a Service Agreement

This Software as a Service Agreement (the "Agreement"), effective as of date of execution of this Agreement (the "Effective Date"), is by and between Clever Devices Ltd., a New York corporation with offices located at 300 Crossways Park Drive, Woodbury, New York 11797 ("Provider"), and Customer, an entity described in the signature block of this Agreement ("Customer").

WHEREAS, Provider provides access to its software-as-a-service offerings to its customers; and WHEREAS, Customer desires to access to certain software-as-a-service, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(b) "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(c) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

(d) "Provider IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(e) "Provider Materials" means the Services, Specifications, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's

monitoring of Customer's access to or use of the Services, but do not include Customer Data.

(f) "Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

(g) "Services" means the software-as-a-service offering described in Exhibit A.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(i) Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(ii) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Provider; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

(d) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise

make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) bypass or breach any security device or protection used the the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of their own then valid Access Credentials; (vi) input, upload, transmit, or otherwise provide to or through the Services or Provider Stystems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; (vii) damage, destroy, disrupt, disable, impare, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party in whole or in part; (viii) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; (ix) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (x) otherwise access or use the Services or Provider Materials beyond the scope of authorization granted under this Section.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities,

losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit B.

(b) Support. The access rights granted hereunder entitle Customer to the support services described on Exhibit B for one year following the Effective Date under this Agreement and thereafter, solely if Customer purchases additional support services.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("Fees") as set forth in Exhibit A without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in Exhibit A. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable

third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) Provider warrants that the Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit B. The remedies set forth in Exhibit B are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE

WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED TEN (10) PERCENT OF THE VALUE OF THIS AGREEMENT.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The [initial] term for this Agreement is three years. Any cancellation, except due to Clever Devices' inability to deliver agreed upon services, will not affect Customer's obligation to pay all Fees for the initial term. This Agreement will automatically renew for up to three (3) additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery,

nationally recognized overnight courier (with all fees pre-paid), facsimile[or email] (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or

the licenses granted hereunder may be instituted in the federal courts of the United States or the courts of the State of New York in each case located in the County of Nassau, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(h) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

[PROVIDER NAME]

[CUSTOMER NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

A. DESCRIPTION OF SERVICES: [DESCRIPTION]

B. FEES: [FEES AND CORRESPONDING SUBSCRIPTION PERIOD LENGTH, PAYMENT REQUIREMENTS, INCLUDING INVOICING AND ANY RENEWAL FEE NOTIFICATION PROCESS OR RENEWAL FEE INCREASE LIMITATIONS.]

C. [AUTHORIZED USERS: [NUMBER]]

D. [THIRD-PARTY PRODUCTS: [DESCRIPTION, FLOW THROUGH PROVISIONS, URL LINKS TO LICENSES.]]

DRAFT

**[EXHIBIT B
SERVICE LEVELS [AND SUPPORT]]**

DRAFT

CLEVER DEVICES LTD.
HARDWARE WARRANTY AGREEMENT
FOR
JEFFERSON PARISH DEPARTMENT OF TRANSIT
ADMINISTRATION JEFFERSON TRANSIT
[#YEARS (YEARS)]

[DATE]

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DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

TERM	DEFINITION
“Agreement”	Means this Hardware Warranty and Software Maintenance Agreement, consisting of the signature pages, the Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
“Customer”	Refers to the Transit Authority who is a party to this Agreement.
“General Field Service Rates”	Rates for services not covered under a service agreement.
“Hardware Product(s)”	Means the Clever Devices’ goods provided to Customer per the initial agreement between Customer and Clever Devices.
“Hardware Warranty”	It is the repair or replacement of returned faulty hardware during the specified Warranty Period. This applies to onboard equipment provided by Clever Devices.
“Intelligent Transportation System” or “ITS”	The Hardware and software comprising the Clever Devices solution deployed at Customer.
“No Problem Found” or “NPF”	A fully functional product with no need for repair.
“Non-Warranty Repairs”	Any causes defined in the Agreement as not covered by the Hardware Warranty.
“Non-Warranty Product” or “Non-Warranty Parts”	Are products or parts provided that are not covered under this Agreement or any other existing agreement between Clever Devices and Customer.
“Owner of Failure”	Determination of responsible for product fault based on diagnostics.
“Scope of Work”	Referring to the scope of services offered in accordance with the Statement of Work.
“Statement of Work”	The description of the services to be provided under this agreement between Clever Devices and Customer.
“Warranty Period”	Means, in relation to any Goods, the warranty period specified in this Agreement or in accordance with the proposal submitted in response to the Request for Proposal.

1 OVERVIEW

This document sets forth Terms and Conditions of the basic Hardware Warranty Agreement (the “Agreement”) between Jefferson Parish Department of Transit Administration and Clever Devices Ltd.

2 COMPANIES INVOLVED

2.1 CLEVER DEVICES LTD.

Clever Devices Ltd. (“Clever Devices”) is a service provider to Jefferson Parish Department of Transit Administration.

Clever Devices’ Contact

Michael Medici
Senior Vice President, Service
732-239-8726
mmedici@cleverdevices.com

2.2 TRANSIT AUTHORITY

Jefferson Parish Department of Transit Administration (“Customer”, “Jefferson Transit”) is the end user entity of Clever Devices’ Intelligent Transportation Systems (ITS) Hardware Products.

Jefferson Parish Department of Transit Administration Contact

Contact Name
Contact Title
Contact Phone
Contact Email Address

3 TERMS OF AGREEMENT

3.1 SCOPE OF AGREEMENT

This Agreement includes a Hardware Warranty Agreement for the listed products, and a process for obtaining warranty service for the listed Hardware Products.

3.2 TERMS OF AGREEMENT

3.2.1 HARDWARE

The term of this Agreement is [#YEARS (YEARS)] years, starting during the deployment stage and the contracted warranty phase of this agreement. Hardware Products no longer under Warranty or not covered by a current, valid Hardware Warranty Agreement will require a full technical audit to determine the system's functionality and health.

3.3 ANNUAL RENEWAL AND EARLY TERMINATION

Clever Devices' Hardware Warranty Agreement renew automatically for one-year upon expiration of the current term, unless written notice is provided prior to the expiration date. [XX] days before the expiration date, Clever Devices will invoice the renewal at an increase to the expiring Agreement at a rate no greater than 3%.

If early termination of this Agreement is exercised, a cancellation penalty of the cost of the remaining balance of this Agreement will apply.

4 HARDWARE WARRANTY AGREEMENT

This Hardware Warranty Agreement provides warranty Terms and Conditions that include scope, policies, and procedures for maintenance of Hardware Product(s) supplied by Clever Devices and identified herein.

4.1 COVERED HARDWARE PRODUCTS

The Clever Devices Hardware Products covered by this Agreement is referenced in Attachment A. If the quantity of products changes during the term of this Agreement, the resulting additional fee will be prorated for the remaining portion of this Agreement.

See attached Attachment A.

4.2 NEW MANUFACTURED PRODUCTS LIMITED WARRANTY

Clever Devices guarantees that each product is free from defects in material and workmanship. Clever Devices also guarantees the performance of this product for the contracted terms.

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 will have the option to repair or replace the defective part or the product at no cost to the Customer. Bench fees will apply to any product received by Clever Devices with a “No Problem Found” (NPF) condition. NPF condition is defined as a fully functional product with no need for repair. Products returned with failures caused by improper use will be repaired and the appropriate charges will apply. Such services by Clever Devices will be the original purchaser’s sole and exclusive remedy.

It is the Customer’s responsibility to make certain new products are not being purchased for the replacement of defective products under warranty.

Clever Devices will not honor credit requests on any defective or used product. Product replacement will be the only option available to the Customer. At the discretion of Clever Devices, limited quantities of restockable product may be returned for credit; the product must be unused and in the original unopened containers. A 25% restocking fee will be charged and a credit will be issued only after the product has been received and inspected.

This warranty does not apply to: (a) damage caused by accident, abuse, misuse, misapplication or improper installation (b) 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 outside the product specifications in documentation provided and by anyone who is not a Clever Devices authorized Technician (d) a product or a part that has been modified without the written permission of Clever Devices or (e) if any Clever Devices’ serial number has been removed or defaced, (f) expendable or consumable parts, such as batteries and flashcards.

Clever Devices will 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.

4.3 WARRANTY REPAIR POLICY

A replacement or repaired product assumes the remaining warranty of the original product or 90 days post repair, whichever provides longer coverage. When a product is exchanged, the replacement product becomes the Customer’s property and the replaced product becomes the property of Clever Devices.

4.4 SPARE PARTS INVENTORY

In support of this Agreement, the Customer should maintain an inventory of Clever Devices' system components at the recommended level for use during completion of repairs. The Customer's Technician shall remove and replace a defective component with a spare and send the defective component to Clever Devices for analysis and repair or replacement. Shipping fees for repair units are covered on an individual event basis and not included in the service price. If there is no unit in the spares pool to support remove/replace/restoration activity, the repair will be delayed until spare equipment is delivered to the property.

4.5 OBTAINING WARRANTY SERVICE

The Customer is responsible for returning any defective products to Clever Devices. Products will not be accepted without a Return Merchandise Authorization (RMA) number. The Customer shall obtain an RMA number by contacting Clever Devices' Customer Service Department using the below. Clever Devices will respond to RMA requests within two (2) business days.

Customer Service Telephone:	1-888-478-3359
Customer Service Email Address:	CSReturns@CleverDevices.com

In order to provide an RMA number, Clever Devices will need the following information:

- Item Description
- Clever Devices Part Number
- Serial Number
- Quantity being returned
- Reason for Return
- Bus Number, if applicable

Upon receipt of an RMA number, the Customer may send the product(s) to Clever Devices using the address indicated below. The Customer is responsible to ensure secure packaging of the product in the original box in which it was received. Boxes and shipping materials can be purchased from Clever Devices for a nominal fee. Clever Devices is not responsible for any damage to the product caused during transit or for any package lost in transit. The Customer shall assume the cost of all defective product shipments made to Clever Devices.

Return Shipping Address:

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

4.6 FAILURE ANALYSIS

A Clever Devices' Bench Technician will evaluate products received and complete a Failure Analysis. If the product is repairable, Clever Devices will repair the product. If the product is not repairable, Clever Devices will replace the product with another from Clever Devices' inventory. The "Owner of Failure" will be assessed during evaluation and shall be reported to the Customer at time of completion. Clever Devices will make a best effort to return the repaired product or provide a replacement within 30 days of receiving it from the Customer. Clever Devices will provide the Customer with a detailed quotation and/or invoice for all costs associated with Non-Warranty Repairs.

4.7 REPAIR

Upon a completed Failure Analysis and repair, if applicable, product(s) will be shipped back to the Customer. Clever Devices will only incur the cost for shipping products under warranty; the Customer is responsible for shipping cost for all Non-Warranty Repairs or replacements and/or "No Problem Found" conditions.

Customers may contact Clever Devices at any time during the warranty service process, for information regarding status.

4.8 NON-WARRANTY REPAIR POLICY

A Non-Warranty Repair is a repair made outside the scope of this maintenance Agreement and includes vandalism. Non-Warranty Products and Parts that are returned to a Clever Devices facility for repair are subject to a bench fee on a time and materials basis. Clever Devices will invoice the Customer at a bench technician labor rate of \$170.00 per hour for the first hour, and \$85.00 per hour for each additional hour. A minimum of 1 hour will be charged for labor; after the first hour, labor will be charged to the nearest ½ hour. Non-Warranty Repairs made in the field will be subject to the General Field Service Rates detailed below.

Repairs made by Clever Devices on products not under warranty carry a limited repair warranty of 90 days on services and replacement parts only. Defects in repair work or any parts replaced by Clever Devices will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

4.9 GENERAL FIELD SERVICE RATES

General Field Service Rates include actual cost of transportation using commercial coach, air, rail, bus, rental car, and cab facilities as applicable, including transportation to and from the airport. Receipts are required.

Mileage Allowance:	IRS Allowable
Personal Expenses:	Per Diem rates
Basic Rates:	\$150.00** per hour flat fee for actual time in Customer's plant and for round-trip travel time for a Field Service Technician.
Miscellaneous:	Actual charges for other necessary items such as tolls, parking and freight charges.

**Rates for Field Service Technicians may vary because of weekend/holiday rates. Overtime rates are billed at time and a half. Requests for service which require personnel other than a Field Service Technician will be provided at time of request.

4.10 NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR

Product(s) received by Clever Devices for repair that were not manufactured or supplied by Clever Devices shall be returned to Customer. Customer shall be responsible for the shipping cost(s) associated with of each product, along with a processing fee.

5 ADDITIONAL SCOPE OF WORK

Please see Attachment B, if applicable.

6 SIGNATURE PAGE

IN WITNESS WHEREOFF, the parties hereto have executed this Contract on the day and year first above written.

Clever Devices Ltd.

CONTRACTOR

Jefferson Parish Department of Transit Administration

CUSTOMER

By: _____
(Signature)

By: _____
(Signature) Authorized Representative

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Dated: _____

Dated: _____

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.®

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