



SCOPE OF WORK
TO
GAINESVILLE RTS
FOR
UPGRADE TO DR700 UNITS ON 112
FIXED-ROUTE VEHICLES

OCTOBER 30, 2018

CLEVER DEVICES' TRADEMARKS

Clever Devices®
AVM®
BusLink®
BusLink Switch®
BusTime®
BusTools®
BusWare™
CleverAnalytics®
CleverCAD®
CleverCare®
CleverCERT®
CleverCounter™
CleverReports®
CleverWare™
CleverWorks®
GH7™
GreyHawk 7™
IncidentAnalytics™
Incident Management™
IdleMonitor®
Intelligent Vehicle Network®
IVN®
Mtram®
M.A.I.O.R.®
PerfectNav™
Seymor®
SpeakEasy®
SmartYard®
TurnWarning®

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1 PROPOSED SOLUTION

The proposed solution, included in the price quoted in Section 3, is to provide Gainesville Regional Transit System (RTS) with DR700 onboard computers for 112 Fixed-route vehicles. This will result in a uniform 135-vehicle fleet, as 23 vehicles already have DR700 units.

1.1 SCOPE

The scope of this proposed solution includes:

- Bus Type Engineering and Design
- Creation of custom mounting enclosures for 46 Gillig Phantom vehicles
- Removal of the DR600 units on 85 fixed-route vehicles (23 vehicles do not currently have an onboard computer)
- Installation of up to 46 mounting enclosures and 112 DR700 units, 112 Transit Control Head (TCH) units, led signs and harnessing
- Installation supervision
- Project management, configuration, and testing
- Maintenance training
- Testing of the accuracy of the recorded arrival status
- 1 year of hardware warranty

1.2 DELIVERABLES

Clever Devices will provide the following deliverables to RTS:

- DR700 Controller and Bracket
- TCH DVI with Cable, Mount, and Plate
- LED Signs
- Antennas
- New Harnessing (plus additional breakouts)
- Mounting enclosures (as needed)
- Cables
- DC-DC Converter
- One year of hardware warranty*

*RTS will have the option to purchase extended hardware warranty after the initial warranty period. The proposed solution includes (at no charge) hardware warranty for one year.



2 PROJECT MANAGEMENT

Clever Devices will assign a project manager and systems engineer to complete this project. This team will ensure that RTS’s needs are met and that the solution is operational within the agreed-upon timeline. This core team is supported by our entire deployment team. All of Clever Devices’ project personnel will report to the project manager.

Below, we provide a high-level view of the steps to complete the project, a proposed project schedule, milestones, and discuss RTS responsibilities.

2.1 PROJECT STAGES

- Clever Devices will perform the following project stages:
- Kickoff at RTS
- Design and Bus Type Engineering
- Hardware Installation
- Maintenance Training
- System Acceptance Testing
- Project Closeout

2.2 PROJECT SCHEDULE AND PAYMENT MILESTONES

We propose that this project has a schedule of nine months from NTP. At a high level, we anticipate the following timeline:

PROJECT ACTIVITY	WEEKS FROM NTP	PAYMENT MILESTONE
NTP	0	0%
Kickoff (including documentation of requirements review and meeting minutes)	2	15%
Design and BTE Complete	7	15%
Receipt of 38 Kits Received	24	15%
Receipt of 37 Kits Received	26	10%
Receipt of 37 Kits Received	28	10%
Installation Complete for initial 40% of Vehicles	28	15%
Installation Complete for additional 40% of Vehicles	32	15%
Installation Complete for remaining 20% of Vehicles	36	5%

Installation Note: RTS is responsible for making vehicles available during mutually agreed upon installation times.

2.3 WARRANTY

The proposed solution includes (at no charge) hardware warranty for one year.

2.4 RTS RESPONSIBILITIES

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

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 RTS.
2. Participate in the project status calls, attend project meetings, and provide timely feedback to Clever Devices
3. Provide support in the scheduling of training and related logistics and ensure that necessary staff participates in training sessions
4. Participate in all stages of testing and provide approvals
5. Provide a complete list of all vehicles types, including vehicle numbers, year, make and model, mechanical sub-systems (including make and model), schematics, etc.
6. Coordinate and provide vehicles to Clever Devices' installation team and provide a driver/s to support installation test and field test as part of test procedures
7. Provide access and involvement of a mechanic(s) with a high-level of knowledge of each vehicle type to provide bus technical support, access to bus design documentation and knowledge of equipment configuration for each bus type to support the equipment installation design by Clever Devices' application engineer
8. Provide basic infrastructure (power, work space, access to facilities, equipment storage area, suitably equipped training room) required at each facility for installation of the system and provide support in coordinating logistical arrangements for receipt and storage of project-related equipment into project facilities
9. All references to Clever Devices interfacing with existing systems are predicated on the assumption that the respective system is functioning properly. RTS is responsible for ensuring all existing or 3rd-party software, systems, components and equipment are functioning properly and to manufacturers' specifications during all phases of the project, and are being actively supported by the original developer/manufacturer at the time of project deployment. If this is not the case, it is presumed that RTS will work directly with its provider to resolve any issues

3 PRICING

Please see the attached revised quote on the following pages.



300 Crossways Park Drive
 Woodbury, NY 11797
 Phone: (516) 433-6100
 Fax: (516) 433-5088

QUOTATION

ATTN:	Jesus Gomez	DATE:	October 29, 2018
COMPANY:	Gainesville Regional Transit System – RTS	FAX:	
EMAIL:	gomezjm@cityofgainesville.org	OPP ID #	OP34152054 RevC
		QR # in CRM	04666
ADDRESS:	34 Southeast 13 th Rd Gainesville, FL 32601 USA	RE:	DR600 to DR700 Upgrade
PHONE:	352-393-7852		

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

Item	Qty	Description	Unit Price	Extended Price
1	112	DR600 to DR700 Conversion <u>Includes:</u> - DR700 Controller and Bracket - Transit Control Head DVI with Cable, Mount, & Plate - LED Sign - Antennas - New Harnessing (plus additional breakouts) - Cables - DC-DC Converter - Design - Configuration and Testing - Installation - Installation Supervision and ATP - Maintenance Training - Project Management - Shipping - Year 1 Hardware Warranty (Included at No Charge)	\$11,500.00	\$1,288,000.00
2	1	Custom Mounting for Gillig SF Phantoms <u>Includes:</u> - Design and Configuration - Mounting Enclosures as required	\$46,972.00	\$46,972.00
3	2	Two (2) set of Spares <u>Includes:</u> - DR700 Controller - Antennas - LED Sign - DC-DC Converter - Transit Control Head	\$6,670.00	\$13,340.00
Total				\$1,348,312.00

Pricing Notes:

- Unit price provided only apply to the purchase of the quantities defined, as Unit Price includes fixed cost which can be affected by changes in quantity
- Pricing does not include tax; any applicable tax will be generated at the time of invoice.
- A 3% management discount will be applied to total if PO is received in 2018.
- Please see above SOW for Project Schedule and Payment Milestones.

CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE**1.1 Software License****REQUIREMENT FOR END-USER LICENSE AGREEMENT**

- Any entity procuring Clever Devices Ltd (“Clever Devices”) licensed products which is not the end-user of the licensed product ("Non End-User"), such as but not limited to an Original Equipment Manufacturer to which Clever Devices is a supplier, is obligated to provide Clever Devices with the End-User License Agreement (covering the software licenses associated with the contents of this quotation/proposal) signed by an authorized official of the End-User. Failure by a Non End-User to provide such a properly executed Clever Devices End-User License Agreement to Clever Devices shall make the Non End-User liable for any misappropriation or misuse of Clever Devices' products.

OBLIGATIONS OF NON END-USER PROCURING ENTITIES

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

1.2 General

- All Purchase Orders must be sent to the following email address:
customerPO@cleverdevices.com
- Prices are quoted in US\$ unless otherwise specified
- Prices do not include sales tax or duties, which will be added if applicable
- Unit Prices are good only for the total number of units quoted. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the quote
- Prices quoted herein are valid for one hundred fifty (150) days from the date of quotation or proposal, and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted
- Orders for one bus set (i.e. pilot bus) must be part of a complete quantity order or must be accompanied by a Letter of Intent to order the entire quoted quantity
- Clever Devices shall be paid for the items quoted above as follows:
 - Payment terms are Net 30 days, subject to prior approval of our Credit Department
 - Unless otherwise specified, Clever Devices shall be paid for all deliverable items, terms Net 30 days from the date of shipment from Clever Devices, or when services rendered by Clever Devices are completed
 - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods
 - Clever Devices' General Terms and Limits of Liability apply

- Unless specifically advised in the quote, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from receipt of order, but Clever Devices stocks standard parts and if available will be shipped earlier. Request F.O.B. Point of Delivery is Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product

1.3 CLEVER DEVICES' WARRANTY POLICY

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

1) NEW MANUFACTURED PRODUCTS LIMITED WARRANTY

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

2) WARRANTY REPAIR POLICY

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

Ship to:

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

1.4 CLEVER DEVICES RETURN AND EXCHANGE POLICY

RETURNS

Clever Devices does not accept returns without a Returned Material Authorization. Custom-built equipment or merchandise specifically ordered for you is not returnable. Where return of unused merchandise is at the request or convenience of the customer, a 25% restocking fee will be charged. No unused merchandise will be accepted for return later than thirty (30) days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer. Clever Devices reserves the right to select the method of shipment.

1.5 CLEVER DEVICES NON-WARRANTY SERVICE POLICY

1) NON-WARRANTY REPAIR POLICY

- a) Non-warranty repairs made by Clever Devices carry a limited repair warranty of 90 days on services and replacement parts only. Defects in our repair work or any parts replaced will be corrected at no charge if the defect occurs within 90 days from shipment from our facility.

2) NON-CLEVER DEVICES PRODUCT RECEIVED FOR REPAIR

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

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Johnna McQuinn
Account Manager, Sales
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