

Memorandum



Date: September 9, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Request for a Non-Competitive Designated Purchase for Additional Expenditure Authority for Migration of the Radio Communications Environment under *Contract No. RFP808*, Computer Aided Dispatch/Automated Vehicle Locator System (CAD/AVL) Replacement Project

TC
Agenda Item No. 3(G)

Executive Summary

This item seeks approval from the Board of County Commissioners (Board) for an additional expenditure authority of \$4,605,710 to *Contract No. RFP808, Computer Aided Dispatch/Automated Vehicle Locator System (CAD/AVL) Replacement Project*. The additional expenditure authority is needed while the Department of Transportation and Public Works (DTPW) completes the migration of the integrated radio communications environment for the existing CAD/AVL System, provided by Clever Devices Ltd. (Clever). DTPW is working with the Communications, Information and Technology Department (CITD) to migrate the OpenSky radio network, which is integrated with the CAD/AVL System, to the new P25 standard due to the end-of-life status of OpenSky. The P25 platform serves as the County's enterprise standard for radio communications, providing dispatch and emergency data transmission across Metrobus, Metrorail, and Metromover.

The requested increase in expenditure authority is based on the negotiated cost to transition the integrated radio communications environment. This amount was determined through review and negotiation of the scope of work required to implement the migration while maintaining compatibility between the existing CAD/AVL platform and the County's radio communications environment. The need for this migration was previously disclosed to the Board under Resolution No. R-953-25, and is an identified initiative to maintain safe, uninterrupted operations, particularly during emergencies when radio data transmissions are most critical. Consistent with the principles of WISE305 to invest in technology and maintain fiscal responsibility and to ensure best value, staff was successfully able to negotiate a cost reduction of \$229,000 and a performance-based payment schedule to ensure successful and expeditious completion of the migration.

The radio communications environment, which is integrated into the existing CAD/AVL System, is a critical safety component of DTPW operations and emergency response. The OpenSky platform remains in operation, but has reached end of supported life and therefore, if the network infrastructure fails or is damaged, it will not be repaired or restored, leaving DTPW without a means for radio data transmission for the transit system. Accordingly, DTPW has worked in close coordination with CITD to establish a transition plan to the County's P25 environment to maintain continuity of operations and preserve compatibility with the existing CAD/AVL System integration.

The requested expenditure authority will cover costs associated with development, software configuration, radio reprogramming, deployment and retrofit activities, testing, implementation services, and new consoles, and also include updates to vehicle and dispatch components necessary to enable

continued operations under the new architecture. Accordingly, it is in the County's best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, as competition is not practicable due to the need to modify, configure, integrate, and support the County's existing proprietary CAD/AVL System.

Approval of this item will allow DTPW to complete the migration under the existing contract with Clever, the proprietary provider of the CAD/AVL System. This migration effort is separate from the future competitive procurement for replacement of the County's CAD/AVL System and is intended to preserve uninterrupted transit operations while DTPW advances the broader system replacement initiative.

Recommendation

It is recommended that the Board approve this request for a non-competitive designated purchase under *Contract No. RFP808, Computer Aided Dispatch/Automated Vehicle Locator System (CAD/AVL) Replacement Project*, by a two-thirds vote of the Board members present, pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code. Approval will increase the expenditure authority by \$4,605,710.

This item is placed for Board review pursuant to Miami-Dade County Code Section 29-124(f). The Board may only consider this item if the Citizens' Independent Transportation Trust (CITT) has forwarded a recommendation to the Board. If the CITT has not forwarded a recommendation and 45 days have not elapsed since the issuance of this recommendation, a withdrawal of this item will be requested. Of the total amount requested, \$4,311,050 is funded through the People's Transportation Plan (PTP) Bond Program under the Infrastructure Renewal Program.

Scope

The impact of this item is countywide in nature.

Delegated Authority

The County Mayor or the County Mayor's designee will have the authority to execute Supplemental Agreement No. 5 and exercise all provisions of the contract, including any cancellation or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

The contract expires on November 30, 2030, and has an existing cumulative allocation of \$25,386,044. If this request is approved, the contract will have a modified cumulative allocation of \$29,991,754, including \$4,311,050 funded through the PTP Bond Program, and \$294,660 funded through DTPW's Operating Fund.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	County Budget	Contract Manager
DTPW	\$25,386,044	\$4,605,710	\$29,991,754	PTP Bond Program / DTPW Operating	Fiscal Year 2025-26 Adopted Budget, Volume 2, Page 146 Program 677200 – Infrastructure Renewal Plan (IRP); Volume 2, Page 132, Other Operating	Alonzo Joseph
Total:	\$25,386,044	\$4,605,710	\$29,991,754			

Track Record/Monitor

This contract will be monitored by Vanessa Stroman, Procurement Contracting Manager for the Strategic Procurement Department (SPD) and Alonzo Joseph, Chief of Contracts and Procurement for DTPW.

Awarded Vendor

Vendor	Principal Address	Local Address	Principal
Clever Devices Ltd.	300 Crossways Park Drive Woodbury, NY 11797	None	Francis Ingrassia

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines. Checks against debarment, delinquency and exclusion lists revealed no adverse findings.

Background

Contract No. RFP808 was competitively awarded on November 5, 2013, via Resolution No. R-891-13 for implementation and ongoing support of the CAD/AVL system. The CAD/AVL system is a mission-critical operational platform supporting transit service delivery across Metrobus, Metrorail, and Metromover through real-time vehicle tracking, dispatch communications, operational monitoring, and system integrations. The contract initially included deployment of the radio communications and data transmission environment on the OpenSky platform, which was the County standard at the time of the contract award in 2013.

The existing CAD/AVL environment relies on integration between Clever's dispatch platform and the current OpenSky radio infrastructure to support data transmission and operational functionality across transit modes. DTPW, in coordination with CITD, must implement updates necessary to preserve the radio data transmission environment and maintain compatibility with the existing CAD/AVL System to prevent any interruptions in radio communications. The OpenSky platform remains in operation, but has reached end of supported life and therefore, if the network infrastructure fails or is damaged, it will not be repaired or restored, leaving DTPW without a means for radio data transmission for transit operations. This creates a particular vulnerability during hurricane events during which the OpenSky infrastructure would be exposed to potential damage and would also be the time during which data transmission is most critical. DTPW and CITD have worked in close collaboration to progress this migration. CITD has completed migrations for other departments that are critical to emergency response such as Corrections

and the County Mayor's Office to the P25 enterprise standard. This migration represents a key initiative for DTPW to leverage the County's P25 radio platform.

The requested expenditure authority will allow DTPW to engage Clever to provide software and configuration updates, radio/device reprogramming, implementation services, deployment activities, installation of 19 new dispatch consoles, and transition of data communications to an architecture utilizing the existing mobile access routers. The implementation includes reprogramming and deployment activities across approximately 1,029 radios supporting Metrobus, Metrorail, and Metromover operations.

On October 9, 2025, the Board approved Resolution No. R-953-25 authorizing additional time and expenditure authority under *Contract No. RFP808* to maintain continuity of service for a five-year term while DTPW advances procurement and implementation of a replacement CAD/AVL system. As part of that item, DTPW advised the Board that migration of the OpenSky radio network integrated with the existing CAD/AVL environment to the County's P25 standard may require a future designated purchase if funding needs exceeded delegated authority. After completion of a comprehensive scope development process and extensive negotiations, the final cost of the migration exceeds the delegated authority and is therefore being presented for Board approval.

Competition is not practicable because the services include modifications, configuration, integration, deployment, and continued implementation support of the County's existing proprietary CAD/AVL System provided by Clever under *Contract No. RFP808*. The current CAD/AVL System is tightly integrated with the existing radio communications environment and supports dispatch operations, vehicle communications, and operational functionality across Metrobus, Metrorail, and Metromover. Engaging another provider to perform these services would require access to and modification of proprietary software, interfaces, configurations, and communications architecture which is not permissible due to the proprietary nature of the CAD/AVL System and would therefore introduce operational and implementation risk to a mission-critical transit system. Accordingly, it is in the County's best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies where permitted by funding source.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.

Attachment


Roy Coley
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 6, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AWARD OF A DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING ADDITIONAL EXPENDITURE AUTHORITY IN THE AMOUNT OF \$4,605,710.00 FOR A TOTAL MODIFIED CONTRACT VALUE OF \$29,991,754.00 FOR CONTRACT NO. RFP808; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 5 ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS THEREIN, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38; AND AUTHORIZING THE USE OF PEOPLE'S TRANSPORTATION PLAN BOND PROGRAM FUNDS OF UP TO \$4,311,050.00 FOR THIS PROJECT WHICH WAS ADDED TO THE PEOPLE'S TRANSPORTATION PLAN IN MAY 2026

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve a designated purchase pursuant to section 2-8.1(b)(3) of the Code of Mimi-Dade County, Florida by a two-thirds vote of the Board members present for Contract No. RFP808, Computer Aided Dispatch/Automated Vehicle Locator System- (CAD/AVL) Replacement Project, authorizing additional expenditure authority in the amount of \$4,605,710.00 for a total modified contract value of \$29,991,754.00 for Department of Transportation and Public Works.

Section 2. This Board further authorizes the use of People's Transportation Plan Bond Program Funds for the Department of Transportation and Public Works included in the FY25-26 Adopted Capital Budget and FY26-30 Five-Year Implementation Plan of the People's Transportation Plan.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute Supplemental Agreement No. 5 to Contract No. RFP808 in substantially the form attached hereto, and to exercise all provisions therein, including any cancellation and extension provisions pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38. A copy of the complete set of contract documents are on file with and available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner _____ ,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

Miami-Dade County, FL

Supplemental Agreement No 5 to Contract No. 808

SUPPLEMENTAL AGREEMENT NO. 5

Contract Number: RFP808

Contract Title: COMPUTER AIDED DISPATCH/AUTOMATED VEHICLE LOCATOR REPLACEMENT PROJECT AND KENDALL DRIVE SIGNALIZATION SOLUTION

Contractor: Clever Devices Ltd.
300 Crossways Park Drive
Woodbury, NY 11797

In accordance with Article 67, Changes, of the above referenced Contract, this Supplemental Agreement No. 5, when properly executed, shall become part of the Contract, and amends the Contract as follows:

- A. Clever Devices Ltd. (Clever Devices) shall provide engineering development, licensing, configuration, radio reprogramming, new Symphony consoles, integration services, fleet retrofit services, testing, and implementation services necessary to transition the Miami-Dade County Department of Transportation and Public Works (DTPW) radio infrastructure for Bus, Rail, and Mover operations from the existing OpenSky L3Harris system to the County's L3Harris P25 platform, as fully described in Attachment A – Scope of Work attached hereto.
- B. Payment for these supplemental services shall be made in accordance with the pricing set forth in Section 5 (Pricing) of Attachment A – Scope of Work attached hereto.
- C. The Contractor agrees to maintain the pricing specified in Section 5 (Pricing) of Attachment A – Scope of Work, as firm and fixed for the term of the Radio Project. Miami-Dade County reserves the right, at its sole discretion, to select additional services during the term of this Project. Should Miami-Dade County choose to select additional services, such selections will be formalized through the execution of a subsequent Supplemental Agreement.

All other terms, covenants and conditions of the original Contract, and any Supplemental Agreement(s) issued thereto, shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 5 to County Contract No. 808, *Computer Aided Dispatch/Automated Vehicle Locator Replacement Project and Kendall Drive Signalization Solution*.

Clever Devices Ltd.

Miami-Dade County

Signed by:
By: Andrew Stanton
31578A8161FE484

Name: Andrew Stanton

Title: COO/Sec

Date: 5/21/2026

By: _____

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

MDC009

SCOPE OF WORK
TO
MIAMI DADE TRANSIT
FOR
TRANSITIONING BUS, RAIL AND
MOVER RADIO INFRASTRUCTURE
TO MIAMI DADE COUNTY
L3HARRIS P25

May 19, 2026



300 Crossways Park Drive
Woodbury, New York 11797



516-433-6100



www.cleverdevices.com

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1 OVERVIEW

This Scope of Work (SOW) outlines the transition of Miami-Dade Transit's (MDT) radio infrastructure from the existing L3Harris (formerly OpenSky) system to the Miami-Dade County L3Harris P25 platform.

Currently, data communications are handled via the L3Harris radio system, interfacing with the CleverCAD solution through the DCC L3Harris Network Adaptor (DONA). Under the new architecture, all data communications will be routed through a cellular network, using the existing Mobile Access Routers (MARs) on vehicles to maintain connectivity.

Clever Devices shall provide nineteen (19) new Symphony workstations, which will be installed incrementally as approximately 50-75 vehicles are updated. has included two solution approaches for Symphony Console updated. Each new Symphony Console will only connect to the P25 radio system. Dispatchers will use either an existing console or a new P25 Symphony Console, connecting only to vehicles of the console's radio type. Once a vehicle's onboard radio is reprogrammed for the P25 system, it will only communicate with a new P25-compatible console.

This SOW includes radio reprogramming for a total of 981 vehicles and 15 spares totaling 1,029 radios, including:

- 880 MetroBuses
- 33 MetroMover vehicles
 - 2 L3Harris radios per vehicle will be updated.
- 68 MetroRail Married Pairs
 - One L3Harris radio will be upgraded to P25
 - The second P25 radio onboard provides backup communications and will not be affected.
- 15 Spare Radios and URLCs

Clever Devices, in partnership with Cooper General, will reprogram CSS and P25 Phase II features and URLC firmware onto an initial pool of radios provided by MDT. Clever Devices will then use this pool to remove and replace radios and URLCs onboard vehicles. The removed radios and URLCs will then be reprogrammed and used for the next night/period of retrofitting.

Upgrades correspond to the following licenses and updates:

Vehicles/Spares	M7300 and XG7500 CSS Features	M7300 P25 Phase II Features	XG-75 P25 Phase II Features
MetroBus (880)	880	857	23
Rail (68)	68	68	
Mover (66)	66	66	
Spares (15)	15	15	
Totals	1,029	1,006	23

Other Updates/Checks

- FCC PM Check, 1,029 M7300 and XG-75 radios

2 SOLUTION DESCRIPTION

The systematic transition from the existing OpenSky LMR solution to the Miami Dade County P25 infrastructure will take multiple steps to successfully upgrade the radio system without MDT operational impacts.

The scope includes:

- 1) Develop a new URLC3 radio driver to interface the new CSS enabled P25 M7300 radio configuration.
- 2) Configure and interface MDT-provided L3Harris M7300 donor radios with P25 personalities, including Phase II and CSS features.
- 3) Configure IVN settings for cellular data and the radio type. Clever Devices will test the full configuration onboard including IVN, URLC, Mobile Access Router (MAR) and radio including voice and use of the MAR as the path for data communications.
- 4) Create a rotating pool of URLC3's and M7300 radios with new firmware. Remove and replace existing URLCs and M7300 radios on the MDT revenue fleet.
- 5) Incrementally install and test L3Harris Symphony Console with integration to the P25 radio system and integration with the Clever Devices system.
- 6) Update the additional radio pool of M7300 and XG75 radios.

P25 Phase II features will include TDMA. This allows multiple users to share a single frequency channel without interfering with one another, increasing the number of conversations that can occur simultaneously.

The new solution will require all data communications to pass across a cellular carrier and will require Mobile Access Routers (MARs) onboard the vehicles to allow for continued data plane communications. Firmware, personality update, CSS enablement, and FCC check all revenue vehicle radios as well as reprogram Symphony Consoles.

Clever Devices personnel will be required to perform a fleet retrofit including replacing the current L3Harris radio on MetroBuses and MetroMovers with a reprogrammed P25 M7300 radio, updating the database and URLC3 code and performing an Acceptance Test Procedure (ATP).

The resulting deployment will maintain the same level of system redundancy and failover capability that exists in the current production environment, except for data over radio capability, which is not part of the scope of this project. No reduction in system availability, redundancy, or operational reliability is expected or permitted during the implementation period.

3 PROJECT MANAGEMENT / IMPLEMENTATION

Transition MDT's MetroBuses, MetroMovers and MetroRail from their current L3Harris radio solution to the existing Miami Dade County P25 solution, including:

- a) Initiation, Preparation, Design, Software Development & FAT Testing
- b) Reprogram & Testing URLC's & Radios
- c) LMR Integration, Mini-Fleet Deployment & Testing, and Full-Fleet Installation & Test (MetroBuses)
- d) LMR Integration, Mini-Fleet Deployment & Testing, and Full-Fleet Installation & Test (MetroMovers)
- e) LMR Integration, Mini-Fleet Deployment & Testing, and Full-Fleet Installation & Test (MetroRail)

The following tasks shall be conducted by Clever Devices or their subcontractors in preparation for the deployment of the upgraded P25 infrastructure:

- Conduct FCC operational check on existing M7300 mobile radios
- Load the M7300 radios with the latest CSS and XGP firmware in use by the Miami-Dade P25 system.
- Program M7300 mobile radios with P25 Personality
- Load new feature encryption strings to enable P25 Phase II features on the M7300 radios
- IVN Configuration and URLC Reprogramming

Clever Devices' standard process for deployments will apply.

Clever Devices has priced the concurrent installation approach described below. For this approach, Clever Devices assumes the following required minimum number of vehicles to be made available nightly in order to complete full-fleet deployments.

- MetroBuses are 20-Buses/Garage/Night
- MetroMovers are 3-Mover/Garage/Night
- MetroRails are 8 Married-Pairs/Garage/Night

If additional deployment time is needed due to unavailable vehicles, a change order may be exercised to accommodate the added duration. A change order will be requested by MDT to Clever Devices. When requested, at a high-level, Clever Devices will:

- Identify the gap in scope.
- Assess and determine the level of effort required.
- Provide the proposal MDT.

MDT will then approve the proposal and issue a purchase order for the change in scope

Design documentation and review efforts are done for all modes (MetroBus, MetroMover & MetroRail) concurrently & not separately.

3.1 CONCURRENT INSTALLATIONS

In this expedient approach, crews will perform installations at each MetroBus Garage in parallel, followed by MetroMover and MetroRail to be done in parallel.

Estimated project duration is 10 to 11 months, including 2 to 2 1/2 months for software development and Clever Devices' quarterly release cycles, as well as Client's readiness.

Transition MDT's MetroBuses, MetroMovers & MetroRails To "New" Miami Dade County P25 Radio Solution - Preliminary High-Level Project Timeline																																																		
Project Tasks (NTP plus Duration in Weeks)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48		
1) Initiation	1																																																	
a) PO - Receive & Review	x																																																	
2) Planning		2	3																																															
a) Preparation - Setup Project ID, D365 System, Schedule, Etc.		x	x																																															
b) Meetings - Internal & External Kickoffs		x	x																																															
3) Execution				4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27																							
a) Design - Generate, Review & MDT Approve - Open Sky to P25 Design Changes				x	x	x	x	x	x	x	x	x	x	x	x																																			
b) Software - Develop, QA Test & Release - UPLC Firmware (Radio Driver) & Database																x	x	x	x	x	x	x	x	x																										
c) FAT - Preparation, Dry-Run Test, Test w/ MDT & MDT Approve																									x	x	x																							
4) Deployment - Concurrently (Bus Garages In-Parallel Then Mover & Rail Garages In-Parallel)																												28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47			
a) In-House - Preparation, Documentation & Test Plan																													x	x																				
b) MetroBus - Mini/Full-Fleet Deployment & Testing (3 Bus Garages In-Parallel)																																																		
c) MetroMover & MetroRail - Mini/Full-Fleet Deployment & Testing (Mover & Rail In-Parallel)																																																		
5) Project Acceptance																																																		
a) Final Acceptance / Project Close-Out																																																		

4 ASSUMPTIONS AND RESPONSIBILITIES

4.1 MIAMI DADE TRANSIT RESPONSIBILITIES

To facilitate the timely deployment of the P25 upgrade and phase-over plan, support from MDT will be essential. MDT will need to provide the following:

- a) Necessary deployment support during mini-fleet and full-fleet deployments/verification testing. If requested, Clever Devices can provide additional resources based on time & material.
- b) Assuring all vehicles provided to Clever Devices are equipped with a fully functional and properly configured Mobile Access Routers (MAR's) during the mini-fleet and full fleet deployment processes.
- c) Assuring all vehicles provided to Clever Devices are fully functional and available for vehicle deployments during the mini-fleet and full fleet deployment processes as required.
- d) Providing necessary Dispatch support so that Clever Devices can conduct needed radio testing during the mini-fleet and full fleet deployment processes. This is estimated to be up to 120 radio calls for testing purposes per night (60 pre-checks and 60 post-checks).
- e) Scheduling/coordinating all onsite escorts as required for Clever Devices during the mini-fleet and full-fleet deployment processes.
- f) Providing a minimum of 50-sets of M7300 Radios & URLC3s so that Clever Devices can upgrade and provision as our rotating pool for swapping on our vehicles.
- g) Setup a minimum quantity of 50 M7300 mobile radios in the Miami-Dade County's VIDA UAS.
- h) Access to data centers, dispatch operations, and garages following an agreed-upon schedule in coordination with DTPW/CITD
- i) Note: Radios are implemented on MDT supervisor vehicles and report position into CleverCAD. To continue to track supervisor vehicles in CleverCAD, supervisor vehicles need to have Mobile Access Router with GPS location services available.
- j) MDT is responsible for ensuring the Miami County P25 infrastructure is capable of ruthless preemption (priority override) for the PeopleMovers to operate properly with respect to the Passenger PTT override.
- k) Minimum of one MDT electronics technician will be at each location to support Clever Devices with issues on pre-check or bus-side issues.
- l) MDT to perform Preventive Maintenance Radio Checks on vehicles prior to commencement of installations.

4.2 ADDITIONAL ASSUMPTIONS

- m) Pricing does not include any other hardware/software upgrades or integration.
- n) During the software development phase, the project will be on pause. Clever Devices will provide status updates to MDT stakeholders and support status update meetings if necessary, or with an agreed-upon cadence to ensure implementation planning activities, including scheduling, resource coordination, and deployment readiness, continue in preparation for software release.
- o) Clever Devices will perform a pre-check of the existing IVN, Radio, and UPLC equipment. Clever Devices is responsible for damage resulting from poor workmanship or improper installation or removal practices as a result of installation activities. This includes, but is not limited to, hardware, fixtures, or infrastructure impacted during the course of work.
- p) MDT retains responsibility for failures of existing equipment attributable to age, wear, or pre-existing condition, unless otherwise covered under an approved change order. MDT is responsible for validating the functionality of other equipment prior to and following Clever Devices' installation.
- q) The implementation of the nineteen (19) new Symphony P25 consoles will be executed in a manner that ensures full and continuous operational coexistence with the currently deployed fifteen (15) P25 consoles. All new consoles will function simultaneously with the existing and independent units throughout installation, configuration, testing, and transition phases. Clever Devices' scope work does not include integration with the 15 existing units. At the completion of the project, there will be 34 operating P25 consoles.

5 PRICING

5.1 CONFIDENTIAL QUOTATION

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

Item	Qty	Description	Unit Price	Extended Price
Staggered Updates of Symphony Consoles				
Bus				
1	1	Install 19 New Symphony Consoles and Remove 1st Generation Consoles	\$1,872,475.00	\$1,872,475.00
2	1	Cooper General Implementation Services - FCC PM Check 1029 M7300 and XG75M radios	\$598,858.00	\$598,858.00
3	1	Radio Engineering Development: - URLC Radio Driver Development - DCC Adapter Development - NonRev Location Adapter Development	\$142,339.00	\$142,339.00
4	1	Radio Engineering Implementation: - Kickoff meetings, requirements review and preparation for design review. - FAT & Testing - Design & Configuration, Documentation & Communications Engineer Bench services for upgrade of 895 existing URLC3 devices (includes 15 spares).	\$298,971.00	\$298,971.00
5	880	M7300 and XG7500 CSS Features	\$92.00	\$80,960.00
6	857	M7300 P25 Phase II Features	\$980.00	\$839,860.00
7	23	XG75M P25 Phase II Features	\$461.00	\$10,603.00
8	1	Deployment Approach 1: Concurrent Clever Devices Implementation Services for 880 Buses	\$291,031.00	\$291,031.00
9	1	Installation & Installation Supervision 880 Buses	\$388,873.00	\$388,873.00
10	15	Spares M7300 CSS Features	\$92.00	\$1,380.00
11	15	Spares M7300 P25 Phase II Features	\$980.00	\$14,700.00
Subtotal				\$4,540,050.00
Rail				
12	68	M7300 and XG7500 CSS Features	\$92.00	\$6,256.00
13	68	M7300 P25 Phase II Features	\$980.00	\$66,640.00

14	1	Radio Engineering Implementation: - Kickoff meetings, requirements review and preparation for design review. - FAT & Testing - Design & Configuration, Documentation & Communications Engineer Bench services for upgrade of 68 existing URLC3 devices.	\$22,715.00	\$22,715.00
15	1	Deployment Approach 1: Concurrent Clever Devices Implementation Services for 68 Rail Cars	\$22,111.00	\$22,111.00
16	1	Installation & Installation Supervision 68 Rail Cars	\$25,067.00	\$25,067.00
Subtotal				\$142,789.00
Mover				
17	66	M7300 and XG7500 CSS Features	\$92.00	\$6,072.00
18	66	M7300 P25 Phase II Features	\$980.00	\$64,680.00
19	1	Radio Engineering Implementation: - Kickoff meetings, requirements review and preparation for design review. - FAT & Testing - Design & Configuration, Documentation & Communications Engineer Bench services for upgrade of 66 existing URLC3 devices.	\$22,047.00	\$22,047.00
20	1	Deployment Approach 1: Concurrent Clever Devices Implementation Services for 33 Movers	\$21,461.00	\$21,461.00
21	1	Installation & Installation Supervision 33 Movers	\$37,609.00	\$37,609.00
Subtotal				\$151,869.00
Clever Devices Management Discount				(\$229,000.00)
Total				\$4,605,708.00
Option Items				
22	1	Additional Installation Trip <u>Includes:</u> - 2 nights of installation and travel - Up to 10 vehicles	\$9,188.00	\$9,188.00

Notes:

- The scope and impact of tariff policies, as well as AI-driven demand in processors, memory, and storage, remains uncertain. We are actively monitoring these developments and taking appropriate measures to reduce potential effects on our customers. This quotation excludes any additional fees the Purchaser may incur due to applicable tariffs or market-driven cost increases. If circumstances beyond our control require adjustments to pricing or material lead-times, we will communicate these changes prior to purchase-order acceptance and update this quotation accordingly.
- Prices for optional items reflect the price if the option is elected at the time of the base contract. Individual option prices if exercised separately from the base may have additional cost.
- Unit Prices provided only apply to the purchase of the quantities defined. Unit Prices may vary if quantities are adjusted as Unit Prices may include fixed costs or quantity discounts which can be affected by changes in quantity.

Payment Milestones:

- Optional Additional Installation Trips will be billed once the trip is completed at the unit price listed in the price table.

Bus				
PM	Description	Qty	Unit Price	Total Price
1	Completion of Kickoff Meeting	1	\$165,372.00	\$165,372.00
2	Completion of Design Review	1	\$275,621.00	\$275,621.00
3	Completion of FAT	1	\$330,745.00	\$330,745.00
4	Completion of Minifleet	1	\$330,744.00	\$330,744.00
5	Shipment of Consoles (Billed on Shipment of Each Console)	19	\$49,276.00	\$936,244.00
6	Installation of Consoles (Billed on Installation of Each Console)	19	\$49,276.00	\$936,244.00
7	Completion of Installation (Billed Monthly Based on Installations Completed)	880	\$1,500.00	\$1,320,000.00
8	Completion of Spares Updates	1	\$16,080.00	\$16,080.00
Subtotal Bus				\$4,311,050.00

Rail				
PM	Description	Qty	Unit Price	Total Price
1	Completion of Kickoff Meeting	1	\$6,710.00	\$6,710.00
2	Completion of Design Review	1	\$11,183.00	\$11,183.00
3	Completion of FAT	1	\$13,420.00	\$13,420.00
4	Completion of Minifleet	1	\$13,420.00	\$13,420.00
5	Completion of Installation (Billed Monthly Based on Installations Completed)	68	\$1,442.00	\$98,056.00
Subtotal Rail				\$142,789.00

Mover				
PM	Description	Qty	Unit Price	Total Price
1	Completion of Kickoff Meeting	1	\$6,525.00	\$6,525.00
2	Completion of Design Review	1	\$10,874.00	\$10,874.00

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3	Completion of FAT	1	\$13,049.00	\$13,049.00
4	Completion of Minifleet	1	\$13,049.00	\$13,049.00
5	Completion of Installation (Billed Monthly Based on Installations Completed)	33	\$3,284.00	\$108,372.00
Subtotal Mover				\$151,869.00

Total				\$4,605,708.00
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5.2 CLEVER DEVICES' STANDARD TERMS AND CONDITIONS OF SALE

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

5.2.1 APPLICABLE TO SOFTWARE LICENSE PURCHASES ONLY

Requirement for End User License Agreement

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

Obligations of Non-End User Procuring Entities

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

5.2.2 GENERAL

- All Purchase Orders must be sent to the following email address: customerPO@cleverdevices.com
- Prices are quoted in USD unless otherwise specified.
- Unless explicitly stated, prices do not include any state or local sales tax. Sales tax will be estimated upon receipt of purchase order, if necessary, and incorporated into future invoices/milestones.
- Unit Prices are good only for the total number of units included in this SOW. Lesser quantities may command a higher per unit cost because of certain fixed costs contained in the SOW.
- Prices quoted herein are valid until December 31, 2026, and are applicable to the quantities covered by this quotation; any change in quantity, delivery or elimination of one or more items may require a revision to the prices quoted. Clever Devices reserves the right to update pricing and schedule if the quote is not exercised within the validity time period.
- Orders for one 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 SOW quantity.
- Clever Devices shall be paid for the items quoted identified as follows:
 - Payment terms are Net 30 days from the date of shipment or when rendered services are completed, subject to prior approval of our Credit Department.
 - No customer account shall be credited for parts returned without prior written authorization from Clever Devices and receipt of such goods.
 - Clever Devices' General Terms and Limits of Liability apply.
- Unless specifically advised in the SOW, lead time for Hardware and Services will be as advised by Clever Devices upon receipt of order. Standard lead time for hardware is sixteen (16) weeks from

receipt of order, but Clever Devices stocks standard parts and, if available, the order will be shipped earlier. Delivery is F.O.B. Clever Devices Ltd., 300 Crossways Park Drive, Woodbury, NY 11797.

- Clever Devices shall not be liable for failure of or delay in performing obligations set forth in this SOW if such failure or delay is due to natural disasters or any causes beyond the reasonable control of Clever Devices.
- Clever Devices reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product.
- Unless negotiated and agreed to otherwise in writing, in no event is Clever Devices liable for consequential damage from late or non-delivery, malfunction or failure of its products, nor is Clever Devices liable for damage resulting from faulty installation. If Clever Devices performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair.
- Unless negotiated and otherwise agreed to in writing by an authorized representative, the pricing is exclusive of any liquidated damages and is not an acceptance of any prime contract flow downs that are not regulatory in nature and applicable to Clever Devices' scope of work.

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

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

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

2) Warranty Repair Policy

- a) A replacement or repaired product assumes the remaining warranty of the original product or ninety (90) days, whichever provides longer coverage for the original purchaser. When a product is exchanged, any replacement product becomes the original purchaser's property, and the replaced product becomes Clever Devices' property.

3) Obtaining Warranty Service

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

Ship to:

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

5.2.4 CLEVER DEVICES' RETURN AND EXCHANGE POLICY

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

5.2.5 CLEVER DEVICES' NON-WARRANTY SERVICE POLICY

1) Non-Warranty Repair Policy

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

2) Field Service

- a) Field Service calls will be made to customer's facility upon request. Time, expenses, and materials will be charged, as outlined below, unless other arrangements are made in advance. Field Service is treated as any repair. All travel must be pre-approved and is based upon actual prevailing airfare, lodging and Per Diem rates. Contact Clever Devices for current Per Diem rates.

GENERAL FIELD SERVICE RATES:

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

* Charges may be subject to a 12% administrative fee

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

3) **Non-Clever Devices Product Received for Repair**

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

5.2.6 CLEVER DEVICES' PRODUCT END-OF-LIFE NOTICE

- 1) Clever Devices does not guarantee how long any product, spare part, or component will remain serviceable, supported, or available unless explicitly stated.
 - a) Clever Devices is not liable if it cannot support or service a product due to parts being discontinued or unavailable beyond its control.
 - b) Clever Devices reserves the right to discontinue or modify any product or component as part of standard lifecycle management. When feasible, customers will be notified of key lifecycle milestones such as End-of-Sale (EoS), End-of-Life (EoL) and End-of-Support (EoS).
 - c) Clever Devices will make commercially reasonable efforts to provide compatible replacements or upgrade paths. Additional configuration may incur an extra charge.

Primary Customer Point of Contact:

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wweichselbaumer@cleverdevices.com
516-967-3498

Prepared By:

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Manager, Pricing