



DEPARTMENT OF MANAGEMENT AND FINANCE
Office of the Purchasing Agent

One Courthouse Plaza 2100 Clarendon Blvd., Suite 500 Arlington, VA 22201
TEL 703.228.3410 FAX 703.228.3409 EMAIL purchasing@arlingtonva.us www.arlingtonva.us

July 24, 2020

VIA E-MAIL

Mr. Andrew Stanton, Chief Operating Officer
Clever Devices, LTD
300 Crossways Park Drive
Woodbury, New York 11797-USA

RE: Arlington County Rider Contract No. 21-155, entitled, 'Intelligent Transportation Systems'

Dear Mr. Stanton:

Enclosed for your files is a fully executed Contract for your file. Should you have any questions, please feel free to contact me at 703-228-3424 or via e-mail at stdiamond@arlingtonva.us.

Thank you for your assistance in this matter.

Sincerely,


Shirley Diamond
Procurement Officer

Enclosure

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 21-155

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Clever Devices, LTD., ("Contractor"), a Stock Corporation with a place of business at 300 Crossways Park Drive, Woodbury, New York 11797-000 USA authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and the following exhibits:

- Exhibit A – Acceptance Agreement-Contract No. 44000004373;
- Exhibit B – Notice of Award, dated February 28, 2014;
- Exhibit C – Price Schedule, dated January 30, 2020
- Exhibit D – Amendment No. 17, dated February 27, 2020

This Agreement rides a contract awarded to the Contractor by the County of Fairfax, Virginia and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement the County of Fairfax, Virginia. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than February 28, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within Forty-Five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee.

The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide Intelligent Transportation Systems technologies.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract.

However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency.

The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current Fiscal Year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first.

If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on Thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR

Andrew Stanton, Chief Operating Officer
Clever Devices, LTD.
300 Crossways Park Drive
Woodbury, New York 11797-USA
Telephone-516-740-8107

TO THE COUNTY:

Thomas Scherer, Transportation Planning
Arlington County Government
DES-Transit Bureau
2100 Clarendon Boulevard
Suite 900
Arlington, Virginia 22201
Telehpone-703-228-3281

AND

Shirley Diamond, Procurement Officer
Arlington County Government
Office of the Purchasing Agent
2100 Clarendon Boulevard
Suite 500
Arlington, Virginia 22201
Telephone-703-228-3424

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

CONTRACTOR NAME

**AUTHORIZED
SIGNATURE:**



**AUTHORIZED
SIGNATURE:**



**NAME: Shirley Diamond
TITLE: Procurement Officer**

**NAME: Andrew Stanton
TITLE: Chief Operating Officer**

DATE: 7-24-20

DATE: July 17, 2020