

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

NOTICE OF CONTRACT AMENDMENT

TO: Clever Devices LTD. 300 Crossways Park Dr. Woodbury, NY 11797	DATE ISSUED:	<u>July 1, 2021</u>
	CONTRACT NO:	<u>21-DES-R-155</u>
	CONTRACT TITLE:	<u>Intelligent Transportation Systems</u>
	AMENDMENT NO:	<u>1</u>

THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-R-155 including any attachments or amendments thereto.

EFFECTIVE DATE: 10/18/2021

EXPIRES: February 28, 2022

RENEWALS: Three (3) Renewals Remaining

COMMODITY CODE(S): 18750

LIVING WAGE: N

ATTACHMENTS:

AMENDMENT No. 1
2021 Renewal
2022 Renewal

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Andrew Stanton

VENDOR TEL. NO.: (516) 740-8107

VENDOR EMAIL ADDRESS: astanton@cleverdevices.com

COUNTY CONTACT: Thomas Scherer, DES-Transit

COUNTY TEL. NO.: (703) 228-3281

COUNTY CONTACT EMAIL: tscherer@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 21-DES-R-155
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 10/18/2021, and amends Agreement Number 21-DES-R-155 (formerly known as 21-155) ("Main Agreement") dated July 24, 2020, between Clever Devices LTD. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Contract Terms and Conditions called for under the Main Agreement as follows:

- 1. Arlington County Contract No. 21-155 for Intelligent Transportation Systems is amended to change the contract number to Contract No. 21-DES-R-155.**

- 2. Contract Documents:** The following Contract Documents are hereby **added**:

Exhibit E – County Nondisclosure and Data Security Agreement (Contractor and Individual)
Exhibit F – COVID-19 Vaccination Policy for Contractors Certification Form (attached)
Exhibit G – Contractor COVID-19 Vaccination Quarterly Compliance Certification (attached)

- 3. Contract Term is hereby deleted in its entirety and replaced with:**

CONTRACT TERM

The Work will commence on July 24, 2020 and must be completed no later than February 28, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from March 1, 2021, to February 28, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term."

- 4. Payment is hereby deleted in its entirety and replaced with:**

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. 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.

- 5. Notices is hereby deleted in its entirety and replaced with:**

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

TO THE COUNTY:

Thomas Scherer, Project Officer
DES-Transit Bureau
2100 Clarendon Boulevard, Suite 900
Arlington, Virginia 22201

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

6. **Incorporation of Sexual Harassment Policy:** Clause Number 12. Sexual Harassment Policy is hereby added to the Contract Terms and Conditions:

SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

7. **Incorporation of COVID-19 Vaccination Policy for Contractors:** Clause Number 13. COVID-19 Vaccination Policy for Contractors is hereby added to the Contract Terms and Conditions:

COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various

requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits F and G). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, Contractor may email contractorvaccineinfo@arlingtonva.us.

8. **Incorporation of Data Security and Protection:** Clause Number 14. Data Security and Protection is hereby added to the Contract Terms and Conditions:

DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit E) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.

- (b) **Use of Data**. The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection**. The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements**. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.

- (f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.

- (g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s)

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

DATE: 10/18/2021

CLEVER DEVICES LTD.

AUTHORIZED DocuSigned by:
SIGNATURE: Andrew Stanton
31578A6161FE464...

NAME: Andrew Stanton
TITLE: COO

DATE: 10/15/2021

EXHIBIT E
NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Clever Devices LTD. (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 21-DES-R-155 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and

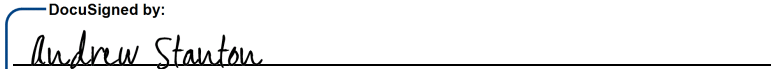
passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  _____
31578A6161FE464...
 Printed Name and Title: Andrew Stanton, COO _____
 Date: 10/15/2021 _____

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 21-DES-R-155 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT G

CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION

By Email: Please complete the report below and return it to: contractorvaccineinfo@arlingtonva.us.

I hereby certify that all _____ (Contractor Name) employees and subcontractors working on Contract No. 21-DES-R-155 are fully vaccinated against COVID-19, being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

Please do not include any of your employees' medical documentation, including vaccination records or test results.

Date: _____

Signature: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Form Reference #	Line Items	Installed Quantity	Unit Cost	Installed Total Cost	Spares Quantity	Spares Unit Cost	Spares Total Cost	Total Number of Licenses	Software License Cost	Total Software Cost	Total Capital Cost	Annual Cost After Warranty
1	Wireless Data Communications											
2	Data Modem, Antenna and Required Interfaces	83	\$ -	\$ -	0	\$ -	\$ -				\$ -	
3	Interface with On-board Voice Radios	78	\$ -	\$ -							\$ -	
4	Aircards for Supervisor Vehicles	1	\$ -	\$ -							\$ -	
5	Monthly Cost for Cellular Plan	78	\$ 10.00	\$ 780.00							\$ 780.00	
6	Wireless Communications Gateway Software							1	\$ 14,050.00	\$ 14,050.00	\$ 14,050.00	
7	Wireless Local Area Network (LAN)											
8	WLAN Access Points	3	\$ 3,557.13	\$ 10,671.38	0	\$ -	\$ -				\$ 10,671.38	
9	Wireless Data Transfer Support Software			\$ 10,300.00				0	\$ -	\$ -	\$ 10,300.00	
10	Other / Notes: (please provide detail as needed on the next two lines)		\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	\$ -	
11	Escrow for Source Code		\$ -	\$ 3,003.00	0	\$ -	\$ -	0	\$ -	\$ -	\$ 3,003.00	
12	Data Modem, Antenna and Required Interfaces for Supervisor Vehicles	10	\$ 996.88	\$ 9,968.75	1	\$ 996.88	\$ 996.88	0	\$ -	\$ -	\$ 10,965.63	
12a	Monthly Cost - Aircards for Supervisor Vehicles	1	\$ 50.00	\$ 50.00	0	\$ -	\$ -	0	\$ -	\$ -	\$ 50.00	
12b	Monthly Cost - Hosting	1	\$ 2,316.96	\$ 2,316.96	0	\$ -	\$ -	0	\$ -	\$ -	\$ 2,316.96	
12c	One-Time Setup Fee - Hosting	1	\$ 3,437.50	\$ 3,437.50	0	\$ -	\$ -	0	\$ -	\$ -	\$ 3,437.50	
	Wireless Data Communication Subtotal			\$ 40,527.58			\$ 996.88	1			\$ 55,574.46	
13	On Board Systems											
14	Vehicle Area Network	78	\$ 1,256.06	\$ 97,972.88							\$ 97,972.88	
15	Mobile Data Terminals (MDT) for Fixed-route Vehicles	78	\$ 5,359.14	\$ 418,012.79	5	\$ 3,903.87	\$ 19,519.35				\$ 437,532.14	
16	On-board Integration:											
17	Farebox	78	\$ -	\$ -							\$ -	
18	Headsign	78	\$ -	\$ -							\$ -	
19	Interior DMS	78	\$ 604.43	\$ 47,145.74							\$ 47,145.74	
20	Odometer	78	\$ -	\$ -							\$ -	
21	DVR	78	\$ -	\$ -							\$ -	
22	Remote Access for Supervisor Ruggedized Laptops with Docking Stations	10	\$ 2,148.56	\$ 21,485.61	0	\$ -	\$ -	0	\$ -	\$ -	\$ 21,485.61	
	Fixed Route and Supervisor Vehicle Subtotal			\$ 584,617.02			\$ 19,519.35				\$ 604,136.36	
23	Automatic Vehicle Announcement (AVA) System											
24	AVA System	78	\$ 377.66	\$ 29,457.18	0	\$ -	\$ -				\$ 29,457.18	
	AVA Subtotal			\$ 29,457.18			\$ -				\$ 29,457.18	
	On-Board Systems Subtotal			\$ 654,601.78			\$ 20,516.22				\$ 689,168.00	
25	Central Systems											
26	Maps											
27	Third-party Mapping License	0	\$ -	\$ -				1	\$ 3,437.50	\$ 3,437.50	\$ 3,437.50	
28	CAD/AVL Software											
29	Server Software			\$ -					\$ 157,898.19	\$ 157,898.19	\$ 157,898.19	
30	Workstation Software	1	\$ -	\$ -				9	\$ -	\$ -	\$ -	
31	Custom Reports	1	\$ -	\$ -				0	\$ -	\$ -	\$ -	
32	Interoperability with Other Agencies							0	\$ -	\$ -	\$ -	
33	Interface with Optibus Scheduling Software							1	\$ 149,766.00	\$ 149,766.00	\$ 149,766.00	
	CAD/AVLSubtotal			\$ -			\$ -				\$ 311,101.69	
34	Automatic Vehicle Announcement (AVA) System											
35	AVA and Trigger Locations Management Software											
36	Server Software			\$ -				Note 1	\$ -	\$ -	\$ -	
37	Workstation Software		\$ 8,750.00	\$ 8,750.00				1	\$ -	\$ -	\$ 8,750.00	
38	Workstation Hardware	1	\$ 2,329.25	\$ 2,329.25							\$ 2,329.25	
	AVA Subtotal			\$ 11,079.25			\$ -				\$ 11,079.25	
39	Real-time Information System (RTIS)											
40	Central RTIS											
41	Prediction Software			\$ -					\$ 33,550.00	\$ 33,550.00	\$ 33,550.00	
42	Central Control Software	1	\$ -	\$ -				0	\$ -	\$ -	\$ -	
43	Web Integration											
44	Server Software			\$ -				0	\$ -	\$ -	\$ -	
45	Workstation Software			\$ -				0	\$ -	\$ -	\$ -	
	RTIS Subtotal			\$ -			\$ -				\$ 33,550.00	
46	Interactive Voice Response											
47	Software License			\$ 82,528.88					\$ 35,475.00	\$ 35,475.00	\$ 118,003.88	
48	Installation and Hardware Integration											
49	Interface with RTIS							0	\$ -	\$ -	\$ -	
50	Server Hardware	0	\$ -	\$ -							\$ -	
51	Workstation Hardware	0	\$ -	\$ -							\$ -	
	IVR Subtotal			\$ 82,528.88			\$ -				\$ 118,003.88	
	Central Systems Subtotal			\$ 178,323.11			\$ -				\$ 473,734.82	

Form Reference #	Line Items	Installed Quantity	Unit Cost	Installed Total Cost	Spares Quantity	Spares Unit Cost	Spares Total Cost	Total Number of Licenses	Software License Cost	Total Software Cost	Total Capital Cost	Annual Cost After Warranty
52	Project Implementation											
53	Project Management										\$ 58,058.94	
54	Design Review										\$ 36,084.88	
55	Acceptance Testing										\$ 71,776.18	
56	Documentation										\$ 18,042.44	
57	Training Provided (number of hours)	-									\$ 22,774.85	
58	Gap Analysis										\$ 20,453.82	
59	Application Development and Configuration										\$ 69,194.96	
60	Cutover and Acceptance										\$ 27,823.39	
61	Post Production Maintenance and Support										\$ -	
	Project Implementation Subtotal										\$ 324,209.46	
62	Warranty											
63	Two year warranty										\$ 64,132.59	
64	Year 3 Warranty										\$ 65,999.81	
65	Year 4 Warranty										\$ 67,924.40	
66	Year 5 Warranty										\$ 69,904.47	
	Warranty Subtotal										\$ 267,961.27	
67	Cellular Router											
68	Cellular Router	78	\$ 1,832.00	\$ 142,896.00							\$ 142,896.00	
	Router Subtotal										\$ 142,896.00	
	GRAND TOTAL (without options)										\$ 1,897,969.54	
	Options											
69	Wayside Systems: Real-time Information Dynamic Message Signs											
70	Wayside Dynamic Message Signs											
71	Indoor Single-sided LCD DMS	1	\$ 16,874.00	\$ 16,874.00	1	\$ -	\$ -				\$ 16,874.00	
72	Indoor Double-sided LCD DMS	1	\$ 21,450.00	\$ 21,450.00	1	\$ -	\$ -				\$ 21,450.00	
73	Outdoor Single-sided LED DMS	1	\$ 7,834.61	\$ 7,834.61	1	\$ -	\$ -				\$ 7,834.61	
74	Outdoor Double-sided LED DMS	1	\$ 11,064.63	\$ 11,064.63	1	\$ -	\$ -				\$ 11,064.63	
75	Outdoor Single-sided LED DMS	1	\$ 10,698.19	\$ 10,698.19	1	\$ -	\$ -				\$ 10,698.19	
76	Outdoor Double-sided LED DMS	1	\$ 16,793.56	\$ 16,793.56	1	\$ -	\$ -				\$ 16,793.56	
77	Audio Announcement of DMS Text	1	\$ -	\$ -	1	\$ -	\$ -				\$ -	
78	Software License			\$ -				2	\$ -	\$ -	\$ -	
79	Installation and Hardware Integration											
80	Interface with RTIS							1	\$ -	\$ -	\$ -	
81	Server Hardware	0	\$ -	\$ -							\$ -	
82	Workstation Hardware	0	\$ -	\$ -							\$ -	
	DMS Subtotal			\$ 84,714.99			\$ -				\$ 84,714.99	
83	Automatic Passenger Counters (APC) System											
84	Automatic Passenger Counters	78	\$ 1,922.00	\$ 149,916.00	0	\$ -	\$ -				\$ 149,916.00	
85	APC Management Software											
86	Server Software			\$ 66,300.00					\$ -	\$ -	\$ 66,300.00	
87	Workstation Software		\$ -	\$ -					\$ -	\$ -	\$ -	
88	Project Implementation										\$ 76,925.00	
89	Two year warranty										\$ 15,089.00	
90	Year 3 warranty										\$ 15,542.00	
91	Year 4 warranty										\$ 16,008.00	
92	Year 5 warranty										\$ 16,489.00	
	APC Subtotal			\$ 216,216.00			\$ -				\$ 356,269.00	
93	Vehicle Inspection and Component Monitoring System											
94	On-board equipment	78	\$ 76.00	\$ 5,928.00	0	\$ -	\$ -				\$ 5,928.00	
95	Server Software								\$ 79,600.00	\$ 79,600.00	\$ 79,600.00	
96	Other	0	\$ -	\$ -							\$ -	
97	Project Implementation										\$ 50,742.00	
98	Two year warranty										\$ 11,043.00	
99	Year 3 warranty										\$ 11,374.00	
100	Year 4 warranty										\$ 11,715.00	
101	Year 5 warranty										\$ 12,067.00	
	Vehicle Inspection and Component Monitoring Subtotal			\$ 5,928.00			\$ -				\$ 182,469.00	
102	Data Warehousing and Reporting											
103	Server Software							0	\$ -	\$ -	\$ -	
104	Workstation Software							8	\$ -	\$ -	\$ -	
105	Custom Reports	20	\$ 2,485.00	\$ 49,700.00				0	\$ -	\$ -	\$ 49,700.00	
106	Other	0	\$ -	\$ -							\$ -	
107	Project Implementation										\$ -	
108	Two year warranty										\$ -	
109	Year 3 warranty										\$ -	
110	Year 4 warranty										\$ -	
111	Year 5 warranty										\$ -	
	Data Warehousing and Reporting System Subtotal			\$ 49,700.00			\$ -				\$ 49,700.00	

Form Reference #	Line Items	Installed Quantity	Unit Cost	Installed Total Cost	Spares Quantity	Spares Unit Cost	Spares Total Cost	Total Number of Licenses	Software License Cost	Total Software Cost	Total Capital Cost	Annual Cost After Warranty
112	Yard Management System											
113	Server Software								\$ 500,662.00		\$ 500,662.00	
114	Workstation Software								\$ -	\$ -	\$ -	
115	Other	0	\$ -	\$ -							\$ -	
116	Project Implementation										\$ 399,219.00	
117	Two year warranty										\$ 25,392.00	
118	Year 3 warranty										\$ 26,154.00	
119	Year 4 warranty										\$ 26,939.00	
120	Year 5 warranty										\$ 27,747.00	
	Yard Management System Subtotal			\$ -			\$ -				\$ 1,006,113.00	
121	Celrado											
122	Server Software								\$ 105,800.00		\$ 105,800.00	
123	Celrado Hardware								\$ 166,038.00		\$ 166,038.00	
124	Workstation Software & Hardware							3	\$ 117,511.00	\$ 117,511.00	\$ 117,511.00	
125	Other	0	\$ -	\$ -							\$ -	
126	Project Implementation										\$ 152,286.00	
127	Two year warranty										\$ 27,192.00	
128	Year 3 warranty										\$ 28,008.00	
129	Year 4 warranty										\$ 28,848.00	
130	Year 5 warranty										\$ 29,714.00	
	Celrado System Subtotal			\$ -			\$ -				\$ 655,397.00	
	GRAND TOTAL (with options)										\$ 4,232,632.53	

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT RENEWAL

TO:	Clever Devices	DATE ISSUED:	July 24, 2020
	300 Crossways Park Drive	CONTRACT NO:	Rider Contract No. 21-155
	Woodbury, New York 11797	CONTRACT TITLE:	Clever Devices

THIS IS A NOTICE OF CONTRACT EXTENSION AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER.

This is notice that the above referenced Contract has been renewed. The "Contract Term" covered by this Notice of Contract Renewal and in accordance with the County of Fairfax Contract No. 4400004373 is effective from July 24, 2020 through February 28, 2021 subject to any modifications as provided for in the Contract Documents.

The Contract Documents consist of the Terms and Conditions of Rider Contract No. 155 and Fairfax County Contract No. 4400004373 including any exhibits, attachments or amendments thereto.

RENEWAL: First Option Year
COMMODITY CODE - 1875
LIVING WAGE: N

ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN UNCHANGED.

<u>VENDOR CONTACT:</u> Andrew Stanton	<u>TELEPHONE NO</u>	516-740-81-07
Chief Operating Officer	<u>EMAIL ADDRESS:</u>	astanton@cleverdevices.com
<u>COUNTY CONTACT:</u> Thomas Scherer	<u>TELEPHONE NO:</u>	703-228-3281
	<u>EMAIL ADDRESS:</u>	tsherer@arlingtonva.us

CONTRACT AUTHORIZATION

Shirley Diamond, Procurement Officer



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 17

FEB 27 2020

CONTRACT TITLE: Intelligent Transportation System

CONTRACTOR

Clever Devices
300 Crossways Park Drive
Woodbury, NY 11797

SUPPLIER CODE

1000025765

CONTRACT NO.

4400004373

By mutual agreement, Contract 4400004373 is renewed for one (1) year at existing prices, terms and conditions, effective March 1, 2020 through February 28, 2021.

Please provide a current Certificate of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS paragraph 17 of the Request for Proposal within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: 

(Signature)

COO _____
(Title)


Andrew Stanton

(Printed)

02/26/2020

(Date)

 Steve Pierson, CPPB
Contracts Manager

 Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Department of Finance – Accounts Payable/e
Dept. of Transportation – Efon, Epanty/e
Dept. of Transportation – Dwayne Pelfrey/e

Contract Specialist 1-Bushra Mirza
Asst. Contract Specialist – Team 2
Contractor: ayoung@cleverdevices.com

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT RENEWAL

TO: Clever Devices 300 Crossways Park Drive Woodbury, New York 11797	DATE ISSUED: July 24, 2020
	CONTRACT NO: Rider Contract No. 21-155
	CONTRACT TITLE: Clever Devices

THIS IS A NOTICE OF CONTRACT EXTENSION AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER.

This is notice that the above referenced Contract has been renewed. The "Contract Term" covered by this Notice of Contract Renewal and in accordance with the County of Fairfax Contract No. 4400004373 is effective March 1, 2021 through February 28, 2022 subject to any modifications as provided for in the Contract Documents.

The Contract Documents consist of the Terms and Conditions of Rider Contract No. 155 and Fairfax County Contract No. 4400004373 including any exhibits, attachments or amendments thereto.

RENEWAL: Second Option Year
COMMODITY CODE - 1875
LIVING WAGE: N

ALL TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN UNCHANGED.

<u>VENDOR CONTACT:</u> Andrew Stanton Chief Operating Officer	<u>TELEPHONE NO</u> : 516-740-81-07 <u>EMAIL ADDRESS:</u> astanton@cleverdevices.com
<u>COUNTY CONTACT:</u> Thomas Scherer	<u>TELEPHONE NO:</u> 703-228-3281 <u>EMAIL ADDRESS:</u> tsherer@arlingtonva.us

CONTRACT AUTHORIZATION
Shirley Diamond, Procurement Officer



County of Fairfax, Virginia

AMENDMENT

2020 October 26 | 07:02:03 EDT

AMENDMENT NO. 22

CONTRACT TITLE: Intelligent Transportation System

CONTRACTOR
Clever Devices
300 Crossways Park Drive
Woodbury, NY 11797

SUPPLIER CODE
1000025765

CONTRACT NO.
4400004373

By mutual agreement, Contract 4400004373 is renewed for one (1) year at existing prices, terms and conditions, effective March 1, 2021 through February 28, 2022. This is the second of five renewal options.

Please provide a current Certificate of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS paragraph 17 of the Request for Proposal within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: 

(Signature)

Chief Operating Officer

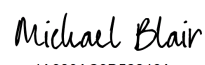
(Title)

Andrew Stanton

(Printed)

October 22, 2020

(Date)

DocuSigned by:


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Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Department of Finance – Accounts Payable/e
Dept. of Transportation – John Zarbo/e
Dept. of Transportation – Jeffery Cox/e
Asst. Contract Specialist – Team 2

Contractor: mkuzmich@cleverdevices.com
Dept. of Transportation – Dwayne Pelfrey/e
Contract Specialist – Zina Abdul-Latif

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