

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

NOTICE OF RIDER CONTRACT

TO: EARTH NETWORKS, INC.
12410 MILESTONE CENTER DRIVE #300
GERMANTOWN, MD 20876

DATE ISSUED: DECEMBER 23, 2020

CONTRACT NO: 21-OEM-R-507

CONTRACT TITLE: OUTDOOR WEATHER ALERT SYSTEM

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

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: JAMES MADISON UNIVERISTY

LEAD AGENCY CONTRACT NUMBER: UCPJMU4608

EFFECTIVE DATE: JANUARY 5, 2021

EXPIRES: MAY 5, 2021

RENEWALS: FIVE (5) ONE-YEAR RENEWAL PERIODS FROM MAY 6, 2021 TO MAY 5, 2026

COMMODITY CODE(S): 20087

LIVING WAGE: N

ATTACHMENTS:

RIDER AGREEMENT 21-OEM-R-507

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MATT SPENCER

VENDOR TEL. NO.: (301) 250-4091

EMAIL ADDRESS: MSPENCER@EARTHNETWORKS.COM

COUNTY CONTACT: JEFF BERGIN (OEM AND PUBLIC
SAFETY COMMUNICATIONS EMERGENCY MANAGEMENT)

COUNTY TEL. NO.: (703) 228-7939

COUNTY CONTACT EMAIL: JBERGIN@ARLINGTONVA.US

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

RIDER AGREEMENT NO. 21-OEM-R-507

THIS AGREEMENT (hereinafter "Agreement") is made, on December 23, 2020 by the County, between **Earth Networks, Inc.** ("Contractor"), a Maryland corporation with a place of business at **12410 Milestone Center Drive, #300, Germantown, Maryland 20876** 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, **Exhibit A: James Madison University Contract No. UCPJMU4608, Exhibit B: Renewal Letter dated March 11, 2020** together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by James Madison University and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with James Madison University. 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 **May 5, 2021** ("Subsequent 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.

Upon satisfactory performance by the Contractor, if James Madison University renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for five (5) one-year renewal periods from May 6, 2021 to May 5, 2026 ("Subsequent Contract Term"). However, if the James Madison University does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date

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 furnish Outdoor Weather Alerts.

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:

Earth Networks, Inc.
Matt Spencer
12410 Milestone Center Drive #300
Germantown, Maryland 20876
Tel: 301-250-4091
Email: m Spencer@earthnetworks.com

TO THE COUNTY:

County Project Officer:
Jeffrey Bergin
1400 North Uhle Street, Suite 300
Arlington, Virginia 22201
Tel: 703-228-7939
Email: jbergin@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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

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

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

EARTH NETWORKS, INC.

AUTHORIZED SIGNATURE: DocuSigned by:
Sy Gezachew
27FC198F4A6D475...

AUTHORIZED SIGNATURE: DocuSigned by:
Daniel W O'Connell
A271AE37A173401...

NAME: SY GEZACHEW
TITLE: PROCUREMENT OFFICER

NAME: Daniel w O'Connell
TITLE: General Counsel

DATE: 1/5/2021

DATE: 1/5/2021



CONTRACT RENEWAL LETTER

Date: March 11, 2020
Contract #: UCPJMU4608
Service: Lightning Detection System w/ Alerts
Renewal Period: 5/6/2020 to 5/5/2021
Renewal #: 4 of 9 One-Year
Issued By: James Madison University
 LeeAnne Beatty Smith, Buyer Senior Ph: 540-568-7523
 Fx: 540-568-7935

Contractor: Earth Networks, Inc.
 Attn: Matt Spencer
 12410 Milestone Center Dr., #300
 Germantown, MD 20876 Ph: 301-250-4091

Contract Administrator: Everette Clemmer, Public Safety


Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The contract pricing will remain the same and is attached to this renewal.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Return one executed renewal notice to my attention within ten days.

Earth Networks, Inc.

DocuSigned by:
By: 
 Matt Spencer

Name (print)

Account Manager 3/12/2020

Title Date Signed

James Madison University

By: 
 LeeAnne Beatty Smith, CPPB, VCA, CUPO

Name (print)

Buyer Senior 3/12/20

Title Date Signed



Contract #: UCPJMU4608

Contractor: Earth Networks, Inc.

Renewal Period: 05/06/20 - 05/05/21

Commodity: Lightning Detection System w/ Alerts

Outdoor Alerting Horns (OAH) <i>(includes all costs of Contractor installation and set-up, including travel):</i>
1-3 horns: \$8,740/per horn *
4-6 horns: \$8,303/per horn *
7+ horns: \$7,750/per horn *
*bulk discounts applied for horns installed during one visit

Standalone Strobes *(includes Informer and Contractor installation and set-up, including travel):* \$1,645/per strobe

Additional Strobes added to existing Informer *(includes all costs of Contractor installation and set-up, including travel)* : \$500

Annual Software License, Maintenance and Support Plan *(includes Horn Alert Feeds, Horn Portal Page, Countdown Clock Widget, 15 concurrent RTStreamer Licenses, upgrades, and support)*: \$500/per installed horn

Annual Hardware Maintenance and Support Plan *(includes all travel, labor, maintenance, and repair parts)* : \$1,800 per /installed horn

Training Services: Ongoing phone training provided at no cost

Optional Annual Meteorologist Services subscription:
\$12,500
Daily two (2) day forecast for local area; forecasts will be tailored to thresholds and needs of Purchasing Agency
Updates to the forecast if changes occur that would affect Purchasing Agency operations
24/7/365 meteorological phone and email support