



County of Spotsylvania

Procurement Division

8800 Courthouse Road (P.O. Box 215)

Spotsylvania, VA 22553

Ph. 540/507-7586 Fax 540/582-6304

PURCHASE ORDER

P.O. NUMBER 18133

P.O. number must appear on all related correspondence, shipping papers, and invoices:

PURSUANT TO
VIRGINIA CODE §2.2-4343.1,
SPOTSYLVANIA COUNTY DOES
NOT DISCRIMINATE AGAINST
FAITH-BASED ORGANIZATIONS

To: **US Digital Designs, Inc.**
1835 E. Sixth St. #27
Tempe, AZ 85281

Ship To: **Spotsylvania County Information Services**
8800 Courthouse Road
Spotsylvania, VA 22553

Attn: John Spanbauer

Attn: Greg Hoskins

May 22, 2018		SHIP VIA	F.O.B. POINT	TERMS
			Destination	Net 30 Days
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Per quote	Per Quote	G2 Fire Station Alerting System. One (1) Primary Dispatch System – Twelve (12) Station Location Systems – Spare Cache Contract documents consist of: 1. Spotsylvania County PO #18133 dated May 22, 2018 and Spotsylvania Purchase Order General Terms & Conditions dated January 19, 2018; 2. US Digital Designs Fire Station Alerting System Purchase Contract; 3. Exhibit A US Digital Designs Proposal Number VA_SPOT004 Revision #2 dated March 28, 2018; 4. Exhibit B US Digital Designs Scope of Work Fire Station Alerting System for County of Spotsylvania, VA; 5. Exhibit C US Digital Designs Service Agreement; 6. Exhibit D US Digital Designs New System Warranty; 7. Chesterfield County Purchasing Department Contract Pricing/Information Sheet with US Digital Designs, Inc., Fire/Rescue Station Alerting, Contract Number 16-1395; 8. Service Agreement 16-1395 for Fire/Rescue Station Alerting between County of Chesterfield, Virginia and US Digital Designs, Inc. 9. Chesterfield County Purchasing Department Chesterfield, Virginia Request for Proposals RFP #16-1395 dated May 27, 2016.	\$1,141,298.93	\$1,141,298.93
			TOTAL	\$1,141,298.93

If there are any questions concerning this purchase order, please contact Ms. Donna Beasley – Spotsylvania County Procurement Division. Ph. 540/507-7586; Fax: 540-582-6304

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:

County of Spotsylvania Information Services
P O Box 865
Spotsylvania, VA 22553

6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Information Services
Requisitioner: Greg Hoskins

Mark B. Taylor, County Administrator


County Attorney

4/27/18

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly received shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 - C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - D. In full compliance with the Virginia Conflict of Interest Act.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.

The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
 - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.

9. During the performance of this Agreement, the CONTRACTOR agrees to:
 - A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - C. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
 - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
 - A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>

US Digital Designs



FIRE STATION ALERTING SYSTEM PURCHASE CONTRACT

This Fire Station Alerting System Purchase Contract (“Contract”) is made in the State of Arizona by and between US Digital Designs, Inc. (“USDD”), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity (“Customer”):

County of Spotsylvania
Information Services – Communications Division
8800 Courthouse Road, Room 206
Spotsylvania, VA 22553
Attn: Greg Hoskins, Communications Division Manager
Phone: (540) 507-7986
Email: ghoskins@spotsylvania.va.us

1. Recitals.

- a. USDD entered into a Purchase Agreement with the County of Chesterfield, Virginia on or about March 3, 2017 (the “Agreement”) for provision of a fire station alerting system.
- b. The Agreement incorporates the provisions of the Request for Proposal utilized to award the Agreement, including a provision allowing cooperative procurement in accordance with 2.2-4304 of the *Code of Virginia*.
- c. Customer wishes to utilize the above-reference cooperative procurement provisions for the acquisition of its fire station alerting system.

- d. USDD has agreed to provide certain goods, products and services related to Customers' fire station alerting system pursuant to the cooperative procurement provisions provided in the Agreement, and pursuant to the terms, conditions and limitations of this Contract.
- e. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Contract.

2. **Definitions.** For purposes of this Contract, the following terms shall have the following meanings:

- a. "Additional Services" means any and all services performed by USDD at the instruction or request of Customer through its authorized personnel that are not specifically included in the Scope of Work.
- b. "Communications Gateway" means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.
- c. "Engineering Services" means engineering or project management services performed by USDD's employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation sight.
- d. "GaRI Audio Interface" means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.
- e. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, that Hardware shall not include any televisions or monitors manufactured by third parties.
- f. "Intellectual Property" means any and all rights of USDD related to USDD's Products and business existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
- g. "Products" means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
- h. "Quote" means the document at Exhibit A, excluding the section titled "terms and conditions," if any.

- i. “Scope of Work” means the document attached at Exhibit B. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and services included in the Quote.
- j. “Service Agreement” means the document attached at Exhibit C.
- k. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to Customer by USDD.
- l. “System” means all Hardware and Software purchased by Customer directly from USDD under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD.
- m. “Station Controller” means the CPU and related computer components (whether USDD’s ATX or ATU model) to be installed at each fire station as described in the Quote.
- n. “VoiceAlert Radio” means the Software that controls the GaSi Audio Interface and functionality of the optional radio alert system.
- o. “Warranty” means the New System Warranty attached at Exhibit D.
- p. Undefined technical terms, specifications and acronyms used throughout this Contract shall have the meanings generally attributed to them in the fire station alerting industry.

3. **Products and Services.** USDD agrees to provide the Products and perform the services set forth in the Scope of Work at the prices set forth in the Quote. Prices are subject to correction for error. Unless otherwise specifically waived in the Quote, Customer shall bear all costs of shipping the Products. Risk of loss or damage in transit shall be borne by USDD. Upon delivery to Customer’s site, Customer shall bear all risk of loss or damage to any Products occurring thereafter.

4. **Engineering Services.** Except as otherwise set forth in the Quote, all Engineering Services provided by USDD related to the System shall be charged at \$250.00 per man-hour.

5. **Installation Services.** Except as otherwise set forth in the Quote, installation of the System shall be provided by USDD and its certified installation subcontractors as follows:

- a. Within 30 days after the execution of this Contract, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient (“Project Meeting”).
- b. Either party may elect to participate in the meeting remotely via video or telephone conference.
- c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with Customer regarding development of a project schedule and the Engineering Services.
- d. Thereafter, USDD and Customer will collaborate to plan and document the Products, layout, and installation protocols for each individual installation sight and finalize the project schedule (collectively the “Design Phase”).
- e. Customer shall issue its authorization to proceed with delivery of the Products and Services as set forth in the Quote within 5 days of completion of the Design Phase.
- f. Upon issuance of Customer’s authorization to proceed, no changes will be made to the design of the System except upon written change order.

6. **Invoices and Payment.** USDD shall invoice Customer for all Products delivered to Customer and all services provided to Customer on a monthly basis. All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by USDD. Invoices unpaid for 30 days are subject to interest at 18% per annum.

7. **Training.** Pursuant to a mutually agreed upon schedule, USDD shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all training provided by USDD related to the System shall be charged at \$250.00 per man-hour, plus reasonable costs and expenses incurred by USDD related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training.

8. **Acceptance of Station Installation.** Upon substantial completion of installation at each fire station or dispatch center, USDD or its subcontractor may prepare and deliver to Customer a written request for Customer’s acceptance of the installation (“Request for Acceptance”). Upon presentation of the Request for Acceptance, Customer shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work (“Punch List”). If Customer accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 14 days. Thereafter, USDD shall address all Punch List

items in a timely and reasonable fashion and the installation shall be deemed complete and accepted.

9. **System Acceptance Testing.** Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the “System Administrator” (as defined below), USDD and Customer shall jointly develop a written acceptance testing procedure (“ATP”) and perform a test of the System (“Acceptance Test”). The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the Customer to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute Customer’s irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, Customer shall provide USDD with a Certificate of Completion in a form acceptable to USDD. If Customer believes the Acceptance Test was unsuccessful, and if Customer has complied with all “Customer Obligations” (as defined below), Customer may within seven days of the date on which the Acceptance Test is complete, provide USDD with written notice specifying the standards or criteria not met (“Failure Notice”). If within 30 days of the Failure Notice, USDD has not caused the System to meet the standards and criteria set forth in the Failure Notice, Customer may terminate this Contract for cause. Failure of Customer to provide a timely Failure Notice shall constitute Customer’s irrevocable acceptance of the System.

10. **Taxes.** The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which USDD shall be obligated legally to pay, either on its own, on behalf of the Customer or otherwise, with respect to the Products and services to be provided under this Contract, shall be paid by Customer in addition to all other sums due hereunder.

11. **Warranty.** USDD warrants and guarantees its Products subject to the terms and limitations set forth in the Warranty. The Customer’s rights and remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.

12. **Service and Support Option.** Upon expiration of the “Warranty Period” (as defined in the Warranty), Customer shall have five one-year options to purchase certain support and maintenance services from USDD (each a “Service Option”) on the terms and conditions set forth in the Service Agreement. The compensation to be paid to USDD for the “Services” is the “Annual Fee” (as such terms are defined in the Service Agreement). USDD may invoice Customer for the Annual Fee as set forth in the Service Agreement. Customer shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth below. Customer may exercise its Service Option by: (a) providing written notice to USDD of its intent to exercise the Service Option at any time prior to the beginning of each one-year option period; or (b) making payment of USDD’s invoice for the Annual Fee, provided however that such payment is received by USDD prior to the commencement of such one-year option period. After the expiration of the Warranty Period, USDD shall have no obligation to provide the services set forth in the Service Agreement unless and until Customer exercises the Service Option and pays the Annual Fee.

13. **Intellectual Property.** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Products. Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the license to use the Software, as set forth below.

14. **License.** At all times that Customer is in compliance with the terms of this Contract and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.

15. **Insurance.** USDD and its contractors shall provide copies of current insurance certificates for general liability insurance and workers' compensation insurance with a minimum of \$1,000,000.00 in coverage ("Proof of Insurance"). Notwithstanding the foregoing, if after submission of the Proof of Insurance Customer authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Proof of Insurance. These terms are effective and shall be controlling whether the Proof of Insurance is provided before or after the date of this Contract.

16. **Customer Point of Contact.** Customer shall assign a single natural person to manage the installation and administration of the System (the "System Administrator"). Customer shall provide USDD with written notice of such assignment prior to the Project Meeting. Customer may change the System Administrator only upon written notice to USDD. The System Administrator shall have the principal responsibility of overseeing and managing this Contract on behalf of Customer and shall be the primary point of contact for Customer. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Customer will ensure that the System Administrator is reasonably available to USDD and USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

17. **Customer Obligations.** Customer shall take and perform all reasonable action necessary to facilitate USDD's performance of the Scope of Work hereunder. Without limiting the foregoing, Customer shall be responsible for the following:

- a. The provision of VPN with SSH access for remote access to the System for installation, testing, and remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;
- c. For each "Communications Gateway" location, Customer shall:

- i. Provide street address for each installation location of Communications Gateways;
- ii. Provide rack or cabinet space of 4 RU for the installation of the Communications Gateway server pairs. Each Gateway pair is composed of two servers each 2 RU high;
- iii. Provide four 15A/120V AC outlets for Communications Gateways within 4' of Communications Gateway installation location, preferably on an UPS/generator powered circuit. Each server has two power supplies;
- iv. Provide one (1) 15A/120V outlet for each GaRI Radio Interface;
- v. Provide three 100/1000base T LAN ports for Communications Gateways and IP KVM (1 for each Communications Gateway – 2 total, and 1 for IP KVM). These LAN ports must have connectivity to the Customer's CAD system interface server for the station alerting interfaces, and connectivity to the fire station networks for station alerting. USDD will provide Network Protocol diagram for details on protocols necessary for the system operations;
- vi. Provide three CAT6 patch cables from LAN ports to Communications Gateway installation location;
- vii. Prior to shipment of any Product, assign four IP addresses on the network where the Communications Gateways will reside, and provide the addresses to USDD, together with the subnet mask and default gateway address (two IP addresses are for physical Communications Gateways, one IP address is for the active Communications Gateway, and one IP address is for the Spider IF KVM);

The 3 Communications Gateway IP Addresses must be able to communicate with the Station Controller IP addresses (see below) as described in the Network Protocol Diagram which will be provided as a separate document. The Gateways must also be able to communicate with the CAD system. Details of the CAD interface and connection establishment depend on the CAD system and interface used. IF A SEPARATE NETWORK CONNECTION IS REQUIRED FOR CAD, ADDITIONAL DESIGN WORK MUST BE DONE PRIOR TO GATEWAY DELIVERY.

- viii. Provide 1 IP address at each station location for the Station Controller. This IP address must be able to communicate with the Communications Gateways as described in the Network Protocol Diagram to be provided as a separate document.

- ix. Provide IP address and access to internal DNS server or access to DNS outside the agency network;
- x. Provide IP address for internal NTP server for Communications Gateway time synchronization or allow outbound access to time.nist.gov or pool.ntp.org on NTP (UDP 123);
- xi. Provide VPN access to the IP addresses assigned to the Gateways and Station Controllers (see below). Remote access is required to all equipment on TCP Ports for SSH (22), HTTP (80), and HTTPS (443);
- xii. OPTIONAL - Provide IP address and credentials for outbound SMTP access to send email alerts for system and station alarms;
- xiii. OPTIONAL - If the agency anticipates using the G2 Mobile smartphone application, allow all Communications Gateway IP addresses to access the URL <https://fsa-mobile.com> (note the use of https indicating use of TLS on TCP port 443). This is used to push incident alert information to the smartphone application.

d. CAD System Integration:

- i. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the Customer's CAD system, the Customer must contact the CAD vendor and schedule this work. USDD will work with the CAD vendor to implement and test the CAD interface. If USDD is required to interface to an existing CAD system for which USDD does not have an interface, the Customer is required to provide, or have the CAD vendor provide, documentation on the CAD vendor's interface. This information must be provided in a timely manner, or the System installation may be significantly delayed;
 - ii. Provide lists of: all units with their assigned home quarters, nature codes with spoken and displayable forms, street type codes with spoken form and other dispatch operations information as needed to configure automated dispatching;
 - iii. If customer wants to review street pronunciations, provide list of all unique street names.
- e. Provide the voice and data radio system, data network infrastructure, dispatch computers with current version web browser, and personnel skilled in Customer's radio and data systems. USDD's web-based user interface software is only supported on the most recent versions of Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox web browsers.

f. Voice Communications System:

- i. Procure and install Control Station(s) or Radio Console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third party console software licenses as necessary;
 - ii. Provide network access from Communications Gateways to Radio Consoles, if radio console control is part of the project; and
 - iii. Provide Control Radios, Radio Consoles, or other radio system access hardware necessary to interface the GaRI Audio Interface to Customer's voice radio system. Note that Customer is responsible for connection of the GaRI Audio Interface to the Customer's radio system. USDD will provide documentation and assistance.
- g. Station Equipment Installation. Detailed station requirements will be determined during detailed design. Minimum customer requirements at each station for ATX Station Controller installation are:

Equipment Physical Installation

- i. Provide mounting location for Station Controller;
- ii. Provide one 15A/120V AC outlet within 4' of the Station Controller location preferably on a Generator circuit;
- iii. Provide mounting location for Station Controller UPS, if necessary;

Data Network Services

- iv. Provide one 10/100baseT LAN connection within 6' of the Station Controller from station LAN with 2-way TCP/IP and UDP/IP connectivity to Communications Gateway network (dispatch center or computer equipment location);
- v. Provide one IP address, subnet mask, and default gateway for each station location;
- vi. Provide external VPN access to the IP addresses assigned to the Station Controllers, which must provide access for SSH (22) and HTTPS (443);

Voice Communications Sytem:

- vii. Provide connection to existing 70 volt speaker system if existing amplifier and/or speaker system is to be used;

- viii. Provide dispatch radio for audio source for dispatch alerting, if necessary. Provide documentation on the Make and Model of radio to be used, as well as any connector pinouts if USDD is responsible for connections per the Contract. NOTE: Customer is responsible for connection to customer radios unless otherwise specified in Contract;
- ix. Provide connections from telephone intercom, secondary dispatch radio, or other existing audio sources to the Station Controller, if necessary. Provide technical documentation on any interfaces that USDD is responsible for per the Contract. Note, Customer is responsible for connection to Customer Equipment unless otherwise specified in the Contract; and
- x. Provide technical documentation of all existing equipment to which the Station Controller or Peripherals are to be interfaced. Note, Customer is responsible for connection to Customer Equipment unless otherwise specified in the Contract.

- h. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;
- i. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on Customer's property;
- j. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- k. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions; and
- l. The security, accessibility, and integrity of the System, Customer Equipment, and installation site.

18. **Cancellation and Suspension.** Any order resulting from this Contract is subject to cancellation or instructions to suspend work by the Customer only upon Customer's agreement to pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract. USDD may suspend all performances under this Contract immediately upon Customer's failure to pay any sum due hereunder for more than 30 days.

19. Termination

- a. **By Customer.** If this Contract is terminated by Customer for any reason other than USDD's breach, Customer shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.
- b. **By USDD.** If Customer refuses or fails to perform any of its obligations in accordance with this Contract, including, without limitation, to remit all payments in a timely manner, USDD shall provide written notice thereof to Customer ("Default Notice"). The Default notice shall specifically describe the nature of the alleged failure and demand that Customer cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be five days, and in all other events shall not be less than 30 days ("Cure Period"). If Customer fails to cure the failure within the Cure Period, such failure shall be deemed a default under this Contract. In such event, USDD shall have the right to terminate this Contract by written notice to Customer, and Customer shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.
- c. **For Failure to Complete Design Phase.** If the parties cannot complete the Design Phase within 30 days of the Project Meeting, either party may terminate this Contract by written notice to the other. In such event, Customer shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.

20. **Assignment.** The parties shall not assign in whole or in part the Contract without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this Contract in the event of a sale of all or substantially all of this assets or stock. Additionally, USDD may subcontract any or all of the installation and Products manufacturing. Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract.

21. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Contract if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Contract, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

22. **Images and Testimonials.** During the term of this agreement and any Service Agreement between the parties, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials"). Customer consents to USDD's use of such Images and Testimonials for verification, training, and promotional purposes in USDD's sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

23. **Notices.** Whenever any provision of this Contract requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:

For the Customer:

Name: Jane Reeve
Title: Director of Information Services
Address: P O Box 865
8800 Courthouse Road Spotsylvania, VA 22553
Fax: 540-582-6304
Email: jreeve@spotsylvania.va.us

For USDD:

US Digital Designs, Inc.
Attention: Dominic Magnoni
1835 East 6th Street, Suite 27
Tempe, Arizona 85281
Fax: 480-290-7892
Email: dmagnoni@usdd.com

24. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Contract. When the context of the words used in this Contract indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

25. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Contract shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Contract.

26. **Governing Law.** This Contract will be governed by and construed according to the laws of the State of Virginia without regard to conflicts of law principles.

27. **Execution in Counterparts.** This Contract may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Contract shall be the latest date on which any party executes this Contract.

28. **Entire Agreement.** This Contract contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Contract supersedes and replaces the “terms and conditions” section set forth in the Quote, if any. This Contract may not be amended, altered, or changed except by the express written agreement of the parties.

29. **Joint Effort.** This Contract has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Contract or any term thereof.

30. **Savings Clause.** In the event any part, provision, or term of this Contract is deemed to be illegal or unenforceable, this Contract shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Contract shall be and remain in full force and effect.

31. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Contract will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

32. **Incorporation of all Exhibits.** All exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this Contract.

County of Spotsylvania:

US Digital Designs, Inc.:

By: _____

Name: _____

Its: _____

Date: _____

By _____

DOMINIC MAGNONI, Vice President

Date: _____