

CONTRACT

DINWIDDIE COUNTY
EMERGENCY TELEPHONE NOTIFICATION SYSTEM

The Agreement is made this 17th day of June, 2014, by and between **FirstCall Network, Inc.**, of 5423 Galeria Drive, Baton Rouge, LA 70816 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals to implement a new Emergency Telephone Notification System (ETNS); and

WHEREAS, Contractor submitted a proposal for same, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having made the best proposal; and

WHEREAS, County has selected Contractor to implement a new Emergency Telephone Notification System (ETNS), according to the specifications in the Request for Proposals;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Proposals #14-031614 dated March 16, 2014, (3) Contractor's proposal dated March 19, 2014, and (4) Contractor's amended price proposal dated March 25, 2014. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to begin transition and system setup within ten (10) calendar days of receipt of County's Written Notice to Proceed, with all major components to "Go-Live" as of July 1, 2014. The Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption.
3. **Term of Contract.** The term of this contract shall be for initial period of forty-eight (48) months beginning July 1, 2014, with the option for renewals under the terms and conditions of the original contract for up to two (2) additional forty-eight (48) month periods, unless either party gives written notification to the other party one hundred eighty (180) days prior to expiration of the then-current term that they do not wish to renew. The contract(s) and any renewals of the contract(s) are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with initial contract or negotiated at least 210 days prior to expiration of the then-current term.

4. **Costs.** Contractor agrees to perform all work and provide all services pursuant to this Contract for the initial year for a sum no greater than THIRTEEN THOUSAND AND NO/100 DOLLARS (\$13,000.00) (the "Contract Price"). Annual fees shall be as follows:

Annual Recurring Fee	\$11,500.00
Initial On-Site Training	\$1,500.00
Custom Programming, as needed	\$50/Hr

Annual payments shall be made to Contractor at its Baton Rouge, Louisiana office within thirty (30) days after receipt of invoice. Initial payment shall be made only after (1) system is completely setup, tested, and implemented, (2) upon the County's acceptance of system and notification to Contractor of its acceptance of same, and (3) after receipt of invoice.

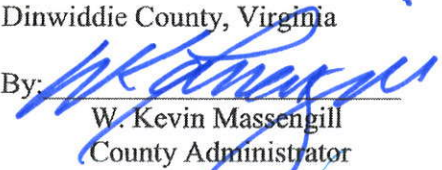
5. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Jonathan Teague
County Administrator	FirstCall Network, Inc.
P. O. Drawer 70	5423 Galeria Drive
Dinwiddie, Virginia 23841	Baton Rouge, Louisiana 70816
(804) 469-4500	(225) 295-8123 or (800) 653-9232

6. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals documents.
7. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.


IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

Dinwiddie County, Virginia

By: 
W. Kevin Massengill
County Administrator

Attest: 

FirstCall Network, Inc.

By: 
Title: President

Attest: _____

Approved as to form:


Tyler Southall, County Attorney

Department Approval:


Dennis Hale, Division Chief of Fire & EMS