



Agency: **Foley Police Department, AL**
 Contact: **Lt. Kevin Carnley**
 Date: **9/13/2021**

| MOBILE DATA INFORMATION SYSTEM (MDIS) | | Qty | |
|---|---|------------|--------------------|
| MDIS Server Software | | 1 | |
| MDIS License (without NCIC/State Database Query) (Concurrent) | | 20 | |
| MDIS License (in house) (Concurrent) | | 1 | FREE |
| ** Fleet Tracking | (Assumes 35 Devices Provided by Agency) | 1 | |
| Total Software: | | | \$30,345.00 |

PROJECT MANAGEMENT

Project Management Fee - including Installation, Training and Project Management
Installation of MDIS on approximately 35 Laptops/Workstations

Total Project Management: \$5,870.00

YEARLY SUPPORT

| | | | |
|-----------------------|------|------|-------------------|
| MDIS Support | 24/7 | 1 | |
| | | YEAR | |
| Fleet Tracking | 24/7 | 1 | |
| | | YEAR | |
| Total Support: | | | \$6,240.00 |

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED) \$42,455.00

NOTE: MICROSOFT® SQL SERVER 2012 OR HIGHER IS REQUIRED (2019 PREFERRED).

Wireless modems ("Air Cards") are required for each mobile unit (providers include Southern Linc, Sprint, Nextel, Verizon, Alltel, US Cellular, etc.). Wireless service plans are required for each wireless modem and are provided by Agency. (\$35-75/month/user typical)

**** Agency is responsible for providing GPS devices for use with Fleet Tracking. Cradlepoint or Bluetree modems are the suggested models. If another type of GPS unit is purchased, Southern Software will not guarantee that it will work with this product. Please contact Southern Software regarding questions about your existing GPS devices.**

Cisco ASA 5505 Router may be required the State. (Approximate cost - \$ 500 - to be provided and configured by the Agency)

A VPN Router in addition to the Cisco ASA 5505 Router is required to secure access to the mobile units if RMS is being run in addition to MDIS (NetMotion preferred). (All connections and fees to Agency LAN including hardware provided by Agency. 100MB Ethernet LAN Required.)

Agency must configure all networking for mobile and CAD workstations to ping servers before installation begins. Use a static IP for private address.

Secure High Speed Internet Access (VPN, Remote Desktop, etc) to servers for support provided by Agency.

Hardware Specifications are located at www.southernsoftware.com
Proposal of software is valid for (60) days from date of proposal.
Proposal of hardware is valid for (30) days from date of proposal.
Management fees include training, installation, and project management.

Contact information for Public Safety Representative:

Danny McKinley
Southern Software
150 Perry Drive
Southern Pines, NC 28387

| | |
|------------------|---|
| Business: | 800.842.8190 |
| Mobile: | 251.359.3657 |
| Fax: | 910.695.0251 |
| E-Mail | dmckinley@southernsoftware.com |



SOUTHERN SOFTWARE, INC.
an employee-owned company

Contract (Terms and Conditions)

This contract made and entered into this 13th day of September, 2021 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 and the **City of Foley**, 200 East Section, Foley, AL 36535.

Listed below are the terms and conditions between Southern Software, Inc. and the City of Foley, AL. See Exhibit A attached hereto and herein incorporated by reference for details of the products and their price.

Software: Mobile Data Information System (MDIS)

Other: Project Management, Support

| Description | Amount Due |
|--------------------------|---------------------|
| Total Software | \$ 30,345.00 |
| Total Project Management | \$ 5,870.00 |
| Total Support | \$ 6,240.00 |
| TOTAL | \$ 42,455.00 |

SALES TAX AND SHIPPING NOT INCLUDED

1. The payment agreement is as follows:

- 50% DUE UPON SIGNING OF CONTRACT (NOTE: NO PROJECT MANAGEMENT INCLUDING SCHEDULING OF THIS PROJECT WILL BEGIN UNTIL THIS PAYMENT IS RECEIVED) =
\$ 21,227.50
- FINAL 50% SOFTWARE DUE UPON GO LIVE = \$ 21,227.50

***Please make all checks payable to Southern Software, Inc. and mail to:
Southern Software, Inc., 150 Perry Dr., Southern Pines N.C. 28387.***

2. Southern Software warrants MDIS free of defects in materials and workmanship for a period of one year commencing on the date of acceptance or the date the system is put into operation. Southern Software only warrants the products written by Southern Software.

3. The anniversary date for payment of the support fees will coincide with the date of completion of training. Support fees are billed and due at the beginning of the support period. Support renews automatically on an annual basis unless cancelled. Annual Support Agreements are provided to our customers each December for budget planning purposes for the upcoming fiscal year. Copies of Support Agreements are attached. Please review support agreements for information regarding support coverage.

CITY OF FOLEY, AL

Signature

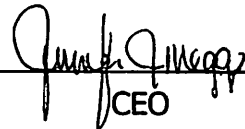
Title

Date

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By: _____


CEO

ATTEST:



President

CONTACT INFORMATION:

City of Foley

Attn: Lt. Tony Fuqua
200 East Section
Foley, AL 36535

E-mail: tfuqua@foleypolice.org
Phone: (251) 952-4010

EXHIBIT A

| MOBILE DATA INFORMATION SYSTEM (MDIS) | | Qty | |
|---|---|-----------------|-------------|
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| | | YEAR | |
| | | Total Support: | \$6,240.00 |

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SOUTHERN SOFTWARE'S ANNUAL SOFTWARE SUPPORT AGREEMENT MDIS, FLEET TRACKING 24/7

Southern Software's MDIS and Fleet Tracking. This Software Support Agreement covers 24 hours a day, seven days a week support.

Problem Resolution

Southern Software will provide customer software support for mission critical operation of **MDIS and Fleet Tracking** 24 hours a day, seven days a week. This period includes holidays and weekends. This Agreement does not constitute a warranty but provides for mission critical problem resolutions at any time and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. This Agreement is not intended to provide around-the-clock assistance for problems not deemed to be operation critical. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within three hours of notification of the problem from 8:30 a.m. to 5:00 p.m., EST, Monday thru Friday. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer. Any problem deemed mission critical will take top priority over all other calls.
- Telephone response within one hour of notification of the problem after 5:00 p.m., EST and during holidays that fall on a normal work day. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on site visit. There is no cost to the customer for the on site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. **Southern Software will charge an hourly fee for virus recovery assistance.**

Items not covered under this annual support agreement -

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.
- Data Conversions.
- On-site Training.
- Interfaces with third party products.
- Data loss due to drive crashes, machine failures, etc.

Benefits

- The Software Support Agreement only covers software developed by Southern Software and pcAnywhere™.
- Toll-free telephone support, seven days a week, 24 hours a day including holidays.
- 24-hour fax availability

(Benefits continued)

- Software Updates
- Remote System Support
- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support. The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Important- Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.

1 Year Annual Support for MDIS \$ 4,390.00 (INCLUDED IN THIS CONTRACT)

1 Year Annual Support for Fleet Tracking \$ 1,850.00 (INCLUDED IN THIS CONTRACT)

CITY OF FOLEY, AL
Name of Department