



400 S. Vicentia Ave. Corona, CA 92882

Agenda Report

File #: 19-0419

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 5/1/2019

TO: Honorable Mayor and City Council Members

FROM: Fire Department

SUBJECT:

City Council consideration of purchase of U.S. Digital Designs Fire Station Alerting System equipment.

RECOMMENDED ACTION:

That the City Council:

- 1. Approve the purchase of U.S. Digital Designs (USDD) Fire Station Alerting System equipment in the amount of \$399,279.82 as an exception to bid pursuant to Corona Municipal Code 3.08.140 (C) Competitive Bidding Already Completed.
- 2. Approve the End User's Acknowledgement and Agreement and Services Agreement with USDD for the Fire Station Alerting System.
- 3. Authorize the City Manager, or their designee, or the Fire Chief, to execute the End User's Acknowledgement and Agreement and Service Agreements with USDD and to negotiate and execute any extensions and/or amendments to the aforementioned agreements which are non-substantive or otherwise in compliance with the City Council's actions hereunder, including but not limited to the determination and implementation of any termination or mutually acceptable extensions to the Agreements.
- 4. Authorize the Purchasing Manager to issue a purchase order to USDD in the amount of \$399,279.82.
- 5. Authorize the City Manager, or their designee, or the Fire Chief, to approve necessary change orders up to the amount provided by CMC section 3.08.080 (i).

File #: 19-0419

ANALYSIS:

Funds have been allocated and are available for the implementation of this project in the General Fund Capital Improvement Program and in the Developer Impact Fee Program.

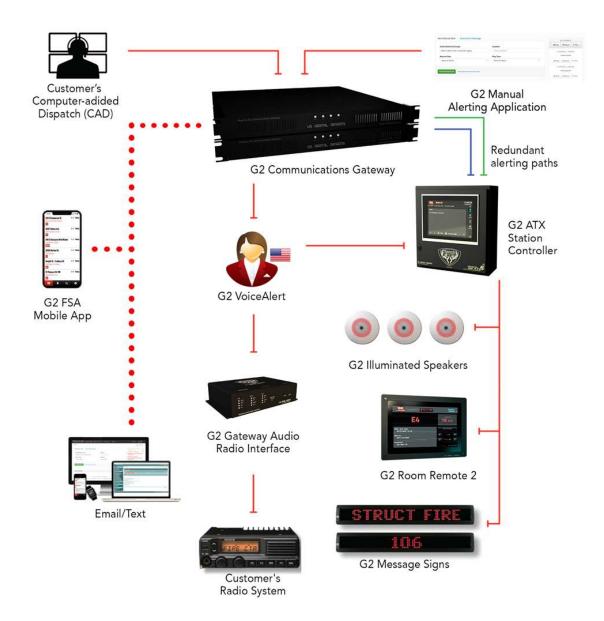
The Corona Fire Department requests an exception to bidding pursuant to CMC 3.08.140(C) to approve the purchase of USDD Fire Station Alerting Equipment to improve response times and provide an automated and redundant pathway means to alert fire department units to respond to emergencies. USDD responded to a nationally advertised bid and was awarded a contract through NPPGov, a national co-operative procurement organization offering publicly solicited contracts to government entities nationwide. The Fire Department has used NPPGov in the past to purchase a variety of public safety equipment at a reduced pre-negotiated price resulting in cost savings to tax-payers.

The Corona Fire Department's research identified that response times to emergency incidents in the community will be reduced by improving the method by which our fire stations are alerted. Reduced response times have a direct effect on our ability to administer lifesaving emergency medical services and create incident stabilization during fires, technical rescue and hazardous material events. Rapidly and simultaneously alerting crews is a cornerstone of our Department's overall goal of achieving emergency medical response times of 5 minutes and 30 seconds, 90 percent of the time.

The USDD system was chosen after looking at several systems because it provides redundant, dual pathway alerting, flexible and modular system design, future system enhancements, mobile device alerting, and their robust technical support.

The current fire station alerting system is based on 1960's technology, with equipment that is 15-30 years old. In addition to improving response times, the USDD Fire Station Alerting Solution will bring the Fire Department and Public Safety Dispatch Center into compliance with the National Fire Protection Association Standard 1221, covering the Installation, Maintenance and use of Emergency Services Communications Systems. This standard has specific requirements for dispatch alerting methods deployed by fire departments to ensure both effectiveness and reliability. We currently do not meet this standard, and subsequently were scored down in "Credit for Dispatch Circuits" in our 2016 Insurance Services Office Fire Department Insurance Rating. A key component in the ISO Rating accounts for rapid and redundant pathways for alerting. USDD was selected due to its ability to fail over automatically to a redundant network and a back-up radio alerting system, ensuring multiple fail-safes. The USDD Fire Station Alerting System is fully integrated and will bring full automation of dispatching with our new Spillman Computer Aided Dispatch system, slated to go live in July 2019.

A separate Request for Proposal is in process to select a local electrical and computer-network contractor for the installation of this system. This provides the dual benefit of the system purchase directly from the manufacturer through NPPGov pricing, and the selection of a local contractor without the added expense of travel or contract administrative costs.



COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

This item supports the City's Strategic Plan Goal to Promote Public Safety: Protect our Residents and Businesses (b) ensure adequate funding for facilities and equipment needed to support timely delivery of fire services to our community.

FISCAL IMPACT:

Funding for the Fire Station Alerting System is available in the Capital Improvement Project Budget as follows:

File #: 19-0419

Account Name	Fund	Account	Amount
General Fund	110	71660	223,000
Fire Protection Development Fee Fund	214	71660	237,000
		Total:	460,000

The annual recurring cost for this system is 9% of the purchasing price, which is \$27,387.16, plus the annual cost of the Cyber Security Insurance premium, which is \$8,130, for an annual total of \$35,517.16. This includes the software license, technical service and support, software upgrades, extended equipment full warranty, and access to the mobile device alerting application. Future funding requests will be submitted during the budget process

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: ANDREAS JOHANSSON, FIRE CAPTAIN.

REVIEWED BY: CHRIS COX, DEPUTY FIRE CHIEF

REVIEWED BY: BRIAN YOUNG, FIRE CHIEF

REVIEWED BY: KYLE EDGEWORTH, DEPUTY CHIEF INFORMATION OFFICER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES

DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. End User's Acknowledgement and Agreement

2. Public Procurement Authority Master Price Agreement

3. US Digital Contract

US DIGITAL DESIGNS



END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made 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 ("End User"):

City of Corona, California Corona Fire Department 735 Public Safety Way Corona, CA 92882

Attn: Andreas Johansson

Phone: (951) 736-2214 / (951) 736-2220 Email: andreas.johansson@coronaca.gov

Recitals:

- a. The Public Procurement Authority ("PPA"), a subdivision of the State of Oregon, issued its Request for Proposal #1425 ("RFP").
- b. USDD submitted its response to the RFP on December 8, 2014.
- c. The PPA issued a Notice of Award on March 6, 2015.
- d. The PPA and USDD entered into a Master Price Agreement dated August 21, 2015 ("MPA") for the purchase of USDD "Products" and "Services" (as defined below), which agreement is made available by its terms for use by End User.
- e. End User has or intends to issue a Purchase Order to USDD under the terms of the MPA for the acquisition of USDD Products and Services.

- f. USDD's obligation to perform under the MPA is contingent, in part, on USDD's receipt of End User's acknowledgement and agreement regarding (i) the "Warranty" (as defined below), (ii) USDD's retention of all rights to its "Intellectual Property" (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively "Contingencies"). This EUAA is intended to provide that acknowledgement and agreement.
- g. End User desires to purchase the Products and Services described in the "Quote" (as defined below) through the MPA and in accordance with the provisions of this EUAA.

Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USDD and End User hereby agree as follows:

- 1. **Definitions**. For purposes of this EUAA, 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 End User through its authorized personnel, including any Engineering Services that are not specifically included in the "Scope of Work" (as defined below).
 - 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 site.
 - 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 subsystem and associated documentation provided to End User by USDD, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.
 - f. "Intellectual Property" means any and all rights of USDD related to USDD's products, Software, and Hardware, 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 attached as **Exhibit A**.
- 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 as **Exhibit C**.
- k. "Services" means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.
- 1. "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 End User by USDD under this Agreement.
- 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. "System" means all Hardware and Software purchased by End User through the MPA or directly from USDD under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the "PO's" (as defined below), provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation End User'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 End User directly by USDD. System also excludes any consumer electronics purchased through USDD (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).
- o. "VoiceAlert Radio" means the Software that controls the GaRI Audio Interface and functionality of the optional radio alert system.
- p. "Warranty" means the New System Warranty attached as **Exhibit D**.
- q. Undefined technical terms, specifications and acronyms used throughout this EUAA shall have the meanings generally attributed to them in the fire station alerting industry.

2. **Products and Services**. Upon receipt of a Purchase Order ("PO") from End User for Products and Services described in the Quote, USDD will provide the Products and perform the Services pursuant to the terms of the this EUAA and the MPA. The Quote is subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User's site, End User shall bear all risk of loss or damage to any Products occurring thereafter.

3. **Invoices and Payment**.

- a. All Products and Services identified in the Quote are being purchased by End User through the MPA.
- b. USDD shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. All invoices shall be due and payable within thirty days of receipt in United States currency, free of exchange, or any other charges.
- c. Invoices unpaid for 30 days are subject to interest at 18% per annum.

4. Design and Installation Services.

- a. Within 30 days after the execution of this EUAA or USDD's receipt of End User's PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting"). End User will use its best efforts to have all necessary representatives present at the Project Meeting.
- b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference.
- c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with End User regarding development of a project schedule.
- d. Thereafter, USDD and End User will collaborate to plan and document the layout, and installation protocols for each individual installation site and finalize the project schedule (collectively the "Design Phase") consistent with the Quote and the Statement of Work.

- e. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.
- f. Upon issuance of End User's authorization to proceed, no changes will be made to the design of the System except upon written change order.
- 5. **Subsequent Purchases**. At any time during the term of the MPA, End User may purchase additional Products and Services, through the MPA, by issuance of a PO incorporating the terms of this EUAA.
- 6. **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 additional training provided by USDD shall be charged at the hourly rates applicable under the MPA, 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. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.
- 7. Acceptance of Station Installation. Upon substantial completion of installation at each fire station and at the End User's dispatch center, USDD or its subcontractor shall prepare and deliver to End User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User 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"); or (iii) reject the installation by written notice to USDD specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of Work ("Rejection Notice"). If End User 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 10 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, 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 10 days. Thereafter, USDD shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.
- 8. **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, USDD and End User shall jointly develop a written acceptance testing

procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. 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 End User to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute End User's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, including correction by USDD of any defects or deficiencies identified during the Acceptance Test period, End User shall provide USDD with a "Certificate of Completion" in a form acceptable to USDD. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User 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, End User may pursue its remedies under the MPA and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System.

9. **Reserved**.

- 10. **Warranty**. USDD warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.
- Service and Support Option. Upon expiration of the "Warranty Period" (as defined in 11. the Warranty), End User may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from USDD (each a "Service Option"). The compensation to be paid to USDD under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). USDD may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. 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 End User exercises the Service Option and pays the Annual Fee. The "Lead Contracting Agency" (as defined in the MPA) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between USDD and End User and is not in any way part of or governed by the MPA.
- 12. **Intellectual Property**. End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User 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 End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.

13. **License**. At all times that End User is in compliance with the terms of this EUAA and the MPA, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.

14. **Insurance**.

- a. <u>Time for Compliance</u>. Promptly following the Effective Date of this EUAA, but in no event before USDD commences any Services under this EUAA, USDD shall provide evidence satisfactory to the End User that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the End User to terminate this EUAA for cause.
- b. <u>Minimum Requirements</u>. USDD shall, at its expense, procure and maintain for the duration of the EUAA insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the EUAA by the USDD, its agents, representatives, employees or subconsultants. USDD shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the EUAA. Such insurance shall meet at least the following minimum levels of coverage:
 - i. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if USDD has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - ii. Minimum Limits of Insurance. USDD shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this EUAA/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers'

Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

- Professional Liability. USDD shall procure and maintain, and require its subc. consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 minimum per claim or occurrence or \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by USDD in this EUAA and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.
- d. <u>Cyber Liability</u>. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by USDD in this EUAA and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- e. <u>Insurance Endorsements</u>. The insurance policies shall contain or be endorsed (amended) to include the following provisions:
 - i. General Liability. The general liability policy shall state that: (1) the End User, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the USDD, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the End User, its directors, officials, officers, employees, agents, and

volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the End User, its directors, officials, officers, employees, agents, and volunteers shall be excess of the USDD's insurance and shall not be called upon to contribute with it in any way.

- ii. Waiver of Subrogation Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the End User, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the USDD.
- iii. <u>All Coverages</u>. If USDD maintains broader coverage and/or higher limits than the minimums shown above, the End User is entitled to the broader coverage and/or higher limits maintained by USDD. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the End User.
- f. Other Provisions; Endorsements Preferred. USDD shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this EUAA by USDD:
 - i. Waiver of Subrogation All Other Policies. USDD hereby waives all rights of subrogation any insurer of USDD's may acquire against the End User, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the USDD. USDD understands, acknowledges and agrees that this provision is in full force and effect even if the End User does not receive a waiver of subrogation endorsement from the insurer.
 - ii. Notice. USDD shall either: (1) require its insurer to provide thirty (30) days prior written notice to the End User before coverage is suspended, voided, or canceled; or (2) notify End User in writing that such notice is not available and forward any notice of such actions to the End User within two (2) business days from date of receipt by USDD. USDD understands, acknowledges and agrees that this provision is in full force and effect even if the End User does not receive a waiver of subrogation endorsement from the insurer.
- g. <u>Claims Made Policies.</u> The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this EUAA commence; (B) the insurance must be maintained and evidence of insurance must be provided

for at least five (5) years after completion of the Services; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this EUAA commence, USDD must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Services.

- h. <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the End User. The End User may require the USDD to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the End User.
 - i. Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the End User in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the End User and which meet either of the following criteria: (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.
- j. <u>Verification of Coverage</u>. USDD shall furnish End User with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this EUAA. All documents must be received and approved by the End User before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive USDD's obligation to provide them. The End User reserves the right to require complete, certified copies of all required insurance policies, at any time.
- k. <u>Reporting of Claims</u>. USDD shall report to the End User, in addition to USDD's insurer, any and all insurance claims submitted by USDD in connection with the Services under this EUAA.
- 1. <u>Sub-Consultants</u>. All sub-consultants shall comply with each and every insurance provision of this Section 14. USDD shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the End User that the sub-consultant has secured all insurance required under this EUAA.
- m. <u>Special Risk or Circumstances</u>. The End User reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 14, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or

characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

- 15. **End User Point of Contact**. End User shall assign a single natural person to manage the installation and administration of the System (the "System Administrator"). End User shall provide USDD with written notice of such assignment prior to the first Project Meeting. End User shall provide written notice to USDD of any change of System Administrator. The System Administrator shall have the principal responsibility of overseeing and managing this EUAA on behalf of End User and shall be the primary point of contact for End User. End User 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.
- 16. **End User Obligations**. End User, either directly or through a third party, shall take and perform all reasonable action necessary to facilitate USDD's performance of the Services hereunder. Without limiting the foregoing, End User shall be responsible for the following:
 - a. The provision of VPN using SSH protocol 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, End User shall:
 - i. Provide street address for each installation location of Communications Gateways;
 - ii. Provide rack or cabinet space of 2 RU for the installation of the Communications Gateway server pairs. Each Gateway pair is composed of two servers, each 1 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 three 100/1000baseT 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 End User'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;
- v. Provide three CAT6 patch cables from LAN ports to Communications Gateway installation location;
- vi. 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);
- vii. If use of the G2 Mobile smartphone application is anticipated, allow all Communications Gateway IP addresses to access the URL https://fsamobile.com (note the use of https indicating use of TLS TCP port 443);
- viii. Provide IP address for internal NTP server for Communications Gateway time synchronization to allow outbound access to time.nist.gov on NTP (UDP 123) and either allow access to DNS outside the Customer's / End User's network or provide an internal DNS server IP address; and
 - ix. Provide VPN access to the 4 IP addresses assigned to the Communications Gateways (access will be required to all equipment on TCP Ports for SSH (22), HTTP (80), and HTTPS (443)).
- d. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the End User's CAD system, the End User 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 End User 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.
- e. Provide the voice and data radio system, data network infrastructure, CAD system and CAD interface (on the CAD system itself), dispatch computers with current version web browser, and personnel skilled in End User'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. If End User purchases the VoiceAlert Radio connections option, for the Communications Gateway to radio system connection, End User shall:

- g. Procure and install radio 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;
 - i. Provide network access from Communications Gateways to radio consoles, if radio console control is part of the project; and
 - ii. Provide control radios, radio consoles, or other radio system access hardware necessary to interface the GaRI Audio Interface to End User's voice radio. Note that End User is responsible for connection of the GaRI Audio Interface to End User's radio system. USDD will provide documentation and assistance.
- h. At each ATX or ATU Station Controller installation site, End User shall:
 - 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;
 - 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);
 - 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 made and model of radio to be used, as well as any connector pinouts if USDD is responsible for connection per the Contract. Note, End User is responsible for connection to End User's radios unless otherwise specified in the 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, End User is responsible for connection to End User 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, End User is responsible for connection to End User Equipment unless otherwise specified in the Contract.
- i. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the End User Equipment, including the replacement of UPS batteries as necessary;
- j. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on End User's property;
- k. 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;
- 1. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions;
- m. The security, accessibility, and integrity of the System, End User Equipment, and installation site; and
- n. Performing all duties of "End User" set forth in the SOW.

17. **Termination**

- a. **By End User**. If the MPA, any PO, or this EUAA is canceled or terminated by End User or the Lead Contracting Agency for any reason other than USDD's breach, End User 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 transaction.
- b. **By USDD**. If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the MPA, USDD shall provide written notice thereof to End User ("Default Notice"). The Default Notice shall specifically describe the nature of the alleged failure and demand that End User cure such

failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days ("Cure Period"). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, USDD shall have the right to terminate this EUAA by written notice to End User, and End User 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 transaction.

- c. **For Failure to Complete Design Phase**. If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User 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 transaction.
- 18. **Assignment**. The Parties shall not assign in whole or in part this EUAA 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 EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, USDD may subcontract any or all of the Installation and Products manufacturing.

19. **Reserved**.

20. **Notices**. Whenever any provision of this EUAA 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 End User: City of Corona Attn Andreas Johansson, Fire Captain 400 South Vincentia Avenue Corona, CA 92882

Phone: (951) 736-2214 / (951) 736-2220 Email: andreas.johansson@coronaca.gov

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

- 21. **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 EUAA. When the context of the words used in this EUAA 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.
- 22. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA 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 EUAA.
- 23. **Execution in Counterparts**. This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.
- 24. **Entire Agreement**. This EUAA 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 EUAA supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the MPA.
- 25. **Joint Effort**. This EUAA 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 EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.
- 26. **Savings Clause**. In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA 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 EUAA shall be and remain in full force and effect.
- 27. **End User Representative**. The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA 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 End User is a party.
- 28. **Incorporation of all Recitals and Exhibits**. All recitals, 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 EUAA.
- 29. **Third Party Beneficiaries**. Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.
- 30. **Additional Acts and Documents**. Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.
- 31. **Remote Access.** In the event that remote access to the End User's computer systems, database and/or servers ("End User Systems") is required for USDD to perform the Services or complete the Project, USDD and each employee, officer, official, representative or agent of USDD who will be required to have access to the End User's Systems (collectively "User") shall execute the most current version of the City of Corona Computer System Remote Access Responsibility Form ("Responsibility Form"), which is attached hereto as **Exhibit E** and incorporated herein by reference. The Responsibility Form provides, among other things, that User will be responsible for the care, use, damage and replacement of any security token issued to User to provide secure access to the End User Systems, User will not disclose any access codes or passwords used to access the End User Systems, User will not disclose any documents, information, data or other material on the End User's Systems, and User will be responsible for any damage to the End User Systems caused by User's remote access to the End User Systems.
- 32. Governing Law; Government Code Claim Compliance. Notwithstanding the MPA, this EUAA shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, USDD must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the End User. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by USDD. If no such Government Code claim is submitted, or if any

prerequisite contractual requirements are not otherwise satisfied as specified herein, USDD shall be barred from bringing and maintaining a valid lawsuit against the End User.

City of Corona:	US Digital Designs, Inc.:
By:	By: DocuSigned by: Bominic Magnoni 179E45F91BD8445 DOMINIC MAGNONI,
Name:	DOMINIC MAGNONI,
Its:	
Date:	Vice President 4/23/2019 Date:
Reviewed by:	
Chris Cox, Deputy Chief Date:	
Reviewed By:	
Cita Longsworth, Purchasing Manager	
Date:	
Approved as to Form:	
Dean Derleth, City Attorney Date:	
Reviewed By:	
Kara McGee, Risk Manager	-
Dated:	_
Attest:	
Sylvia Edwards, City Clerk	
City of Corona, California	
LIOTA:	

EXHIBIT A

Quote

 $See\ Attach\ Quote\ CA_CFD004-Qv6\ -1 Dispatch Location_7 Station Locations_No install\\ (2019APR17).pdf$

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to

City of Corona, California Corona Fire Department

Project:

G2 Fire Station Alerting System

One (1) Dispatch System, Seven (7) Station Systems

Proposal number:

CA CFD004

Revision #

6

[Pricing Protected per Public Procurement Authority (PPA), Master Price Agreement (MPA) available to members of National Purchase Partners, LLC dba FireRescueGPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - Contract #VH 11614 - more information available at https://nppgov.com/contract/us-digital-designs] The city of Corona, California is already Member # M-5722234; Corona Fire Department is Member # M-5697098

Quote Date:

18-Apr-2019

Quote Expires: 17-Jul-2019

INSTALLATION BY:

N/A

Customer to bid this directly

Ву:

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27 Tempe, AZ 85281 602-687-1739 direct 480-290-7892 fax

ehanson@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 4/18/2019

 Expires:
 7/17/2019

Quote SUBMITTED TO:

City of Corona, California Corona Fire Department

REF PROPOSAL

CA CFD004 v6

DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

Corona Police Dispatch

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPA	DISPATCH SYSTEM INTERFACES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI1	LOT	USDD	0	Radio System Interface (Full Console Interface - Requires (owner-furbished) dedicated console, specifically and solely tasked for Station Alerting)	RSI-P	\$ 13,650.00	\$ 12,285.00	\$ -	
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
DI3	LOT	CAD		CAD Interface - Spillman (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor) If/When Corona switches to new CAD, additional interface costs will apply	CADI-P	\$ 11,950.00	\$ 10,755.00	\$ 10,755.00	

DISPA	DISPATCH SYSTEM COMPONENTS								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	G2-GW	\$ 10,425.00	\$ 9,382.50	\$ 9,382.50	
DC2a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 2,075.00	\$ 1,867.50	\$ 1,867.50	
DC2b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 2,075.00	\$ 1,867.50	\$ -	
DC3	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -	
DC4	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC5	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -	

DISPA	TCH S	YSTEN	I SER	VICES					
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 310.00	\$ 279.00	\$ 13,950.00	
DS2	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	
DS3	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 6,425.00	\$ 5,782.50	\$ 5,782.50	
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 337.50	\$ 303.75	\$ 303.75	
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	
DS5b	LOT	USDD	0	Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	TRA-DIS-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	
DS6b	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	TRA-STA-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS7a	LOT	USDD	1	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ 4,792.50	
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
DS8a	HR	USDD	0	Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)	MTG-MGT-U	\$ 244.00	\$ 219.60	\$ -	
DS8b	LOT	USDD	0	Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accomodation)	MTG-MGT-C	\$ -	\$ -	\$ -	
DS9	LOT	USDD	1	Cyber Liability Insurance Premium		\$ 9,033.33	\$ 8,130.00	\$ 8,130.00	
DS10	LOT	USDD	0	Misc Option 2		\$ -	\$ -	\$ -	

PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	\$	62,208.75
	Shipping Total:	\$	99.00
	System Subtotal	\$	62,307.75

PRIMARY DISPATCH MOBILE APP SERVICE

for IOS and ANDROID Platforms Only - In Conjunction with USDD Communications Gateways Only

For each year the FSA System is under standard warranty or elected recurring support coverage, USDD would like to offer our G2 Mobile Station Alerting App to those customers at no additional cost (in groups of 24 licenses-per-ATX-purchased).

# of Mobile App Device Licenses (Users) Requested:	168
# of Stations within the agency to be Alerted:	7
of Stations to have ATX Station Controller Installed:	7

APP [APP DEVICE LICENSES - INCLUDED (at no additional cost, x24 Per-ATX Installed while under Warranty/Support)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
A1	Ea/Yr	USDD	168	G2 MOBILE FSAS APP - Single Device License / Per Year Cost (\$9.00 / \$8.10 per Month)	APP-DLI	\$ 108.00	\$ 97.20	\$16329.6 but no cost/included while under warranty or elected support	

APP D	APP DEVICE LICENSES - ADDITIONAL NEEDED (or surplus available)								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
A2	Ea/Yr	USDD		G2 MOBILE FSAS APP - Single Device License / Per Year Cost (\$9.00 / \$8.10 per Month)	APP-DLA	\$ 108.00	\$ 97.20	\$ -	

(If no longer under Warranty or Elected Support)	4
Number of Years Purchasing for this License Group	'

PRIMARY DISPATCH MOBILE APP SERVICE	Yearly Total:	\$ -
	All Years Subtotal:	\$ -

USDD G2 MOBILE FSA APP:

USDD has developed the Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System. The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.

So your eventual needs will be determined when you let us know how many device licenses you would need, versus the 24 devices-licenses-per-ATX-purchased and currently under warranty or support. As long as the purchased/installed ATX Station Controller is currently under warranty or elected recurring annual support, then there is no additional annual cost for up to x24 individual device licenses for the G2 Mobile FSA App.

Please Note that if customer declines Recurring Annual Support Options, then they will have to pay separately for the App or forfeit ability to use the G2 Mobile Alerting App. Any deviation from device license numbers listed above subjects proposal to change.

PRIMARY DISPATCH MAPPING SERVICE

Mapping System costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

USDD-HOSTED MAPPING - INCLUDED (at no additional cost while under Warranty/Support)									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
M1	YR	USDD	4	G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, as-is	MAP-CLD	\$ 1,540.00	\$ 1,386.00	1386 included at no charge/no additional cost	

CUST	CUSTOMER-HOSTED MAPPING											
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT				
M2	EA	USDD	0	G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	MAP-CUS	\$ 4,625.00	\$ 4,162.50	\$ -				

MAPP	ING SY	STEM	SER	/ICES								
Item	Unit	Mfr	Qty	Description	Part No.	U	IS List Unit	Q	UOTE UNIT		QUOTE EXT	
МЗ	HR	USDD	0	System Configuration and Modification for Mapping	MAP-CM	\$	280.00	\$	252.00	\$	1	
M4	LOT	USDD	0	Customer-Hosted Mapping Server Installation and Start-up	MAP-ISU	\$	5,825.00	\$	5,242.50	\$		
M5	HR	USDD	0	Import Customer Vector Data	MAP-IVD	\$	280.00	\$	252.00	\$	•	
M6	HR	USDD	0	Import Customer Raster Data	MAP-IRD	\$	280.00	\$	252.00	\$	•	
M7	LOT	USDD	0	Mapping Gateway Project Management	МАР-РМ	\$	415.00	\$	373.50	\$		
M8	LOT	USDD	0	Training - Mapping Service - On-Site (4 Hours)	MAP-TRN-O	\$	2,400.00	\$	2,160.00	69		
M9	LOT	USDD	0	Training - Mapping Services - Remote Refresh (4 Hours)	MAP-TRN-R	\$	1,200.00	\$	1,080.00	\$,	
M10	LOT	USDD	0	Training - Mapping Services - <u>At</u> <u>Arizona Training Center</u>	MAP-TRN-AZ	\$	1,600.00	\$	1,440.00	\$	-	
M11	LOT	USDD	0	Misc Option 1		\$	-	\$	-	\$	•	

PRIMARY DISPATCH MAPPING SERVICE System Total:	\$ -
Shipping Total:	\$ -
System Subtotal	\$ -

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available).

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

		DIS	PATO	CH-LEVEL WARRANTY & OPTIO	NAL RECU	RRING ANNU	IAL SUPPO	RT	
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
17	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 2,200.50	\$1,980.45	2970.675 but No Charge For Initial Warranty Period / Not Included in Subtotals	
18	LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,200.50	\$ 1,980.45	\$ -	

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	\$ 62,307.75
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	\$ -
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	\$ -

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL:	\$	62,208.75
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$	99.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$	
ALL DISPATCH-LEVEL MISCELLANEOUS. (if applicable):	\$	-
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$6	62,307.75

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 4/18/2019

 Expires:
 7/17/2019

Quote SUBMITTED TO: City of Corona, California Corona Fire Department

REF PROPOSAL CA_CFD004 v6

STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA_CFD.ALL STATIONS.FSA.2019.02.23.pdf

STATI	STATION SYSTEM LICENSES											
Item	Unit	Mfr	Qty	Description	Part No.	Ų	JS List Unit	QUO	OTE UNIT	QUOTE EXT		
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$	1,030.00	\$	927.00	\$ 927.00		
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$	108.00	\$	97.20	N/A - Included		

STATI	ON SY	STEM	CON	ITROLLER						
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT		QUOTE UNIT QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	АТХ	\$ 21,750.00	\$	19,575.00	\$ 19,575.00	
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$	6,592.50	\$ 6,592.50	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$	48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$	48.60	\$ -	
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$	830.70	\$ 1,661.40	
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$	51.30	\$ 102.60	

STATI	ON SY	STEM	PER	IPHERAL COMPONENTS							
Item	Unit	Mfr	Qty	Description	Part No.	Į	JS List Unit	Ql	UOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$	987.00	\$	888.30	\$ 888.30	
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$	66.00	\$	59.40	\$ 59.40	
SP2	Ea	USDD	3	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$	725.00	\$	652.50	\$ 1,957.50	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$	975.00	\$	877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$	1,377.57	\$	1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$	107.86	\$	97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$	1,275.00	\$	1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$	110.00	\$	99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$	110.00	\$	99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$	1,275.00	\$	1,147.50	\$ -	

SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	9	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 8,505.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 88.20	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	3	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 5,467.50	
SP12c	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	2	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 585.00	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	4	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 306.00	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 558.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATI	STATION SYSTEM SERVICES										
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT			
SS1	Ea	USDD	. ()	Station Installation (N/A - Customer to Bid Directly)	ST-INST	\$ -	\$ -	\$			
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -			

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,389.50	\$ 2,150.55	\$ 2,150.55	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,062.00	\$ 955.80	\$ 955.80	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 584.10	\$ 525.69	\$ 525.69	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 63.72	\$ 57.35	\$ 57.35	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$	
SS8a	Ea	USDD		Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATI	STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT											
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT				
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,779.00	\$ 4,301.10	6451.65 but No Charge For Initial Warranty Period / Not Included in Subtotals				
SW2	YR	USDD		[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,779.00	\$ 4,301.10	\$ -				

STATION 01 System:	\$ 51,479.39
Shipping:	\$ 1,133.00
Warranty & Support:	\$ -
Miscellaneous (if applicable)	\$ -
STATION SUBTOTAL:	\$ 52,612.39

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway,conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 4/18/2019

 Expires:
 7/17/2019

Quote SUBMITTED TO:
City of Corona, California
Corona Fire Department

REF PROPOSAL CA_CFD004 v6

STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA_CFD.ALL STATIONS.FSA.2019.02.23.pdf

STATI	STATION SYSTEM LICENSES											
Item	Unit	Mfr	Qty	Description	Part No.	l	US List Unit		OTE UNIT	QUOTE EXT		
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$	1,030.00	\$	927.00	\$ 927.00		
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$	108.00	\$	97.20	N/A - Included		

STATI	STATION SYSTEM CONTROLLER										
Item	Unit	Mfr	Qty	Description	Part No.		US List Unit	t Unit QUOTE UNIT		QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$	21,750.00	\$	19,575.00	\$ 19,575.00	
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$	7,325.00	\$	6,592.50	\$ 6,592.50	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$	54.00	\$	48.60	- *	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$	54.00	\$	48.60	\$ -	
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$	923.00	\$	830.70	\$ 1,661.40	
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$	57.00	\$	51.30	\$ 102.60	·

STATI	STATION SYSTEM PERIPHERAL COMPONENTS												
Item	Unit	Mfr	Qty	Description	Part No.	l	JS List Unit	Q	UOTE UNIT	QUOTE EXT			
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$	987.00	\$	888.30	\$ 888.30			
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$	66.00	\$	59.40	\$ 59.40			
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$	725.00	\$	652.50	\$ 2,610.00			
SP3a	Ea	USDD		G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$	975.00	\$	877.50	\$ -			
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$	1,377.57	\$	1,239.81	\$ -			
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$	107.86	\$	97.07	\$ -			
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$	1,275.00	\$	1,147.50	\$ -			
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$	110.00	\$	99.00	\$ -			
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$	110.00	\$	99.00	\$ -			
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$	1,275.00	\$	1,147.50	\$ -			

				G2 MESSAGE SIGN (Digital LED) MINI					
SP9a	Ea	USDD	0	GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	8	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 7,560.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 88.20	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	3	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 5,467.50	
SP12c	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	4	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 306.00	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 279.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATI	STATION SYSTEM SERVICES											
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT QUOTE EXT					
SS1	Ea	USDD	. ()	Station Installation (N/A - Customer to Bid Directly)	ST-INST	\$ -	\$ -	\$				
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -				

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,331.68	\$ 2,098.51	\$ 2,098.51	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,036.30	\$ 932.67	\$ 932.67	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 569.97	\$ 512.97	\$ 512.97	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 62.18	\$ 55.96	\$ 55.96	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATI	ON SY	STEM	WAF	RRANTY & OPTIONAL RECURRING ANNU	AL SUPPORT				
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,663.35	\$ 4,197.02	6295.5225 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD		[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,663.35	\$ 4,197.02	\$ -	

STATION 02	System:	\$ 50,233.61
	Shipping:	\$ 1,076.00
	Warranty & Support:	\$ -
	Miscellaneous (if applicable)	\$ -
	STATION SUBTOTAL:	\$ 51,309.61

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 4/18/2019

 Expires:
 7/17/2019

Quote SUBMITTED TO:
City of Corona, California
Corona Fire Department

REF PROPOSAL

CA_CFD004 v6 STATION-LEVEL

STATION 03

STATION SYSTEM LICENSES											
Item	Unit	Mfr	Qty	Description	Part No.	l	JS List Unit	QUO	OTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$	1,030.00	\$	927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$	108.00	\$	97.20	N/A - Included	

STATI	ON SY	STEM	CON	ITROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	S List Unit QU		QUOTE UNIT		QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$	19,575.00	\$ 19,575.00			
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$	6,592.50	\$ 6,592.50			
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$	48.60	- *			
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$	48.60	\$ -			
SC5	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 923.00	\$	830.70	\$ 1,661.40			
SC6	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$	51.30	\$ 102.60	·		

STATI	ON SY	STEM	PER	IPHERAL COMPONENTS							
Item	Unit	Mfr	Qty	Description	Part No.	l	JS List Unit	Q	UOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$	987.00	\$	888.30	\$ 888.30	
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$	66.00	\$	59.40	\$ 59.40	
SP2	Ea	USDD	2	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$	725.00	\$	652.50	\$ 1,305.00	
SP3a	Ea	USDD		G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$	975.00	\$	877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$	1,377.57	\$	1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$	107.86	\$	97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$	1,275.00	\$	1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$	110.00	\$	99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$	110.00	\$	99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$	1,275.00	\$	1,147.50	\$ -	

SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	7	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 6,615.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 44.10	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30)
SP12a	Ea	USDD	3	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 5,467.50)
SP12c	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	2	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 585.00)
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	4	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 306.00	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	3	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 837.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES											
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT			
SS1	Ea	USDD	. ()	Station Installation (N/A - Customer to Bid Directly)	ST-INST	\$ -	\$ -	\$			
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -			

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,261.21	\$	2,035.08	\$ 2,035.0	8
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,004.98	\$	904.48	\$ 904.4	8
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 552.74	\$	497.47	\$ 497.4	7
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 60.30	\$	54.27	\$ 54.2	7
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$	3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	69	540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$	4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$	2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$	-	\$ -	

STATI	ON SY	STEM	I WAI	RRANTY & OPTIONAL RECURRING ANNU	AL SUPPORT				
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,522.41	\$ 4,070.17	6105.2535 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD		[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,522.41	\$ 4,070.17	\$ -	

STATION 03 System:	;	\$ 48	3,715.40
Shipping:		\$ 1	,052.00
Warranty	& Support:	\$	-
Miscellan	eous (if applicable)	\$	-
STATION	SUBTOTAL:	\$ 49	9,767.40

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 4/18/2019

 Expires:
 7/17/2019

Quote SUBMITTED TO:
City of Corona, California
Corona Fire Department

REF PROPOSAL

CA_CFD004 v6

STATION-LEVEL

STATION 04

STATION SYSTEM LICENSES											
Item	Unit	Mfr	Qty	Description	Part No.	Ų	JS List Unit	QUO	OTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$	1,030.00	\$	927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$	108.00	\$	97.20	N/A - Included	

STATI	ON SY	STEM	CON	ITROLLER						
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Q	UOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$	19,575.00	\$ 19,575.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$	6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$	48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$	48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$	830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$	51.30	\$ 51.30	

STATI	ON SY	STEM	PER	IPHERAL COMPONENTS							
Item	Unit	Mfr	Qty	Description	Part No.	l	JS List Unit	Q	UOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$	987.00	\$	888.30	\$ -	
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$	66.00	\$	59.40	\$ -	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$	725.00	\$	652.50	\$ 2,610.00	
SP3a	Ea	USDD		G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$	975.00	\$	877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$	1,377.57	\$	1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$	107.86	\$	97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$	1,275.00	\$	1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$	110.00	\$	99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$	110.00	\$	99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$	1,275.00	\$	1,147.50	\$ -	

				G2 MESSAGE SIGN (Digital LED) MINI					
SP9a	Ea	USDD	0	GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 3,780.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G. S. (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 44.10	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30	
SP12a	Ea	USDD	4	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 7,290.00	
SP12c	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	5	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 1,462.50	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES											
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT			
SS1	Ea	USDD	. ()	Station Installation (N/A - Customer to Bid Directly)	ST-INST	\$ -	\$ -	\$			
SS2	Ea	USDD	1	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -			

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,841.45	\$ 1,657.30	\$ 1,657.30	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 818.42	\$ 736.58	\$ 736.58	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 450.13	\$ 405.12	\$ 405.12	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 49.11	\$ 44.19	\$ 44.19	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATI	STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT												
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT					
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,682.89	\$ 3,314.60	4971.9015 but No Charge For Initial Warranty Period / Not Included in Subtotals					
SW2	YR	USDD		[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,682.89	\$ 3,314.60	\$ -					

STATION 04 System:	\$ 39,672.09
Shipping:	\$ 693.00
Warranty & Support:	\$ -
Miscellaneous (if applicable)	\$ -
STATION SUBTOTAL:	\$ 40,365.09

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and suport includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 4/18/2019

 Expires:
 7/17/2019

Quote SUBMITTED TO:
City of Corona, California
Corona Fire Department

REF PROPOSAL

CA_CFD004 v6

STATION-LEVEL

STATION 05

STATI	STATION SYSTEM LICENSES												
Item	Unit	Mfr	Qty	Description	Part No.	Ų	JS List Unit	QUO	OTE UNIT	QUOTE EXT			
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$	1,030.00	\$	927.00	\$ 927.00			
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$	108.00	\$	97.20	N/A - Included			

STATI	ON SY	STEM	CON	ITROLLER						
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Q	UOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$	19,575.00	\$ 19,575.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$	6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$	48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$	48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$	830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$	51.30	\$ 51.30	

STATI	ON SY	STEM	PER	IPHERAL COMPONENTS							
Item	Unit	Mfr	Qty	Description	Part No.	l	JS List Unit	Q	UOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$	987.00	\$	888.30	\$ -	
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$	66.00	\$	59.40	\$ -	
SP2	Ea	USDD	3	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$	725.00	\$	652.50	\$ 1,957.50	
SP3a	Ea	USDD		G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$	975.00	\$	877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$	1,377.57	\$	1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$	107.86	\$	97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$	1,275.00	\$	1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$	110.00	\$	99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$	110.00	\$	99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$	1,275.00	\$	1,147.50	\$ -	

				G2 MESSAGE SIGN (Digital LED) MINI					
SP9a	Ea	USDD	0	GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 3,780.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 44.10	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30	
SP12a	Ea	USDD	4	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 7,290.00	
SP12c	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	2	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 153.00	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES											
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT			
SS1	Ea	USDD	. ()	Station Installation (N/A - Customer to Bid Directly)	ST-INST	\$ -	\$ -	\$			
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -			

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,743.35	\$	1,569.01	\$ 1,569.01	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 774.82	\$	697.34	\$ 697.34	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 426.15	\$	383.54	\$ 383.54	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 46.49	\$	41.84	\$ 41.84	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$	3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	69	540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$	4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$	2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$	-	\$ -	

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,486.69	\$ 3,138.02	4707.0315 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD		[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,486.69	\$ 3,138.02	\$ -	

STATION 05	System:	\$ 37,558.62
	Shipping:	\$ 625.00
	Warranty & Support:	\$ -
	Miscellaneous (if applicable)	\$ -
	STATION SUBTOTAL:	\$ 38,183.62

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and suport includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 4/18/2019

 Expires:
 7/17/2019

Quote SUBMITTED TO:
City of Corona, California
Corona Fire Department

REF PROPOSAL

CA_CFD004 v6

STATION-LEVEL

STATION 06

STATI	STATION SYSTEM LICENSES											
Item	Unit	Mfr	Qty	Description	Part No.	Ų	JS List Unit	QUO	OTE UNIT	QUOTE EXT		
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$	1,030.00	\$	927.00	\$ 927.00		
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$	108.00	\$	97.20	N/A - Included		

STATI	ON SY	STEM	CON	ITROLLER						
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	Q	UOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$	19,575.00	\$ 19,575.00	
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$	6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$	48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$	48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$	830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$	51.30	\$ 51.30	

STATI	ON SY	STEM	PER	IPHERAL COMPONENTS							
Item	Unit	Mfr	Qty	Description	Part No.	l	JS List Unit	Q	UOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$	987.00	\$	888.30	\$ -	
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$	66.00	\$	59.40	\$ -	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$	725.00	\$	652.50	\$ 2,610.0	0
SP3a	Ea	USDD		G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$	975.00	\$	877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$	1,377.57	\$	1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$	107.86	\$	97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$	1,275.00	\$	1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$	110.00	\$	99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$	110.00	\$	99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$	1,275.00	\$	1,147.50	\$ -	

				G2 MESSAGE SIGN (Digital LED) MINI					
SP9a	Ea	USDD	0	GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 3,780.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G. S. (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 44.10	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30	
SP12a	Ea	USDD	4	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 7,290.00	
SP12c	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATI	ON SY	STEM	SER	VICES					
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	. ()	Station Installation (N/A - Customer to Bid Directly)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	1	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,768.32	\$ 1,591.49	\$ 1,591.49	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 785.92	\$ 707.33	\$ 707.33	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 432.26	\$ 389.03	\$ 389.03	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 47.16	\$ 42.44	\$ 42.44	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATI	ON SY	STEM	WAF	RRANTY & OPTIONAL RECURRING ANNU	AL SUPPORT				
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1 5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 3,536.64	\$ 3,182.98	4774.464 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD		[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,536.64	\$ 3,182.98	\$ -	

STATION 06	System:	\$ 38,096.69
	Shipping:	\$ 608.00
	Warranty & Support:	\$ -
	Miscellaneous (if applicable)	\$ -
	STATION SUBTOTAL:	\$ 38,704.69

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed,included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

 877-551-8733 tel
 480-290-7892 fax
 DATE:
 4/18/2019

 Expires:
 7/17/2019

Quote SUBMITTED TO:
City of Corona, California
Corona Fire Department

REF PROPOSAL CA_CFD004 v6

STATION-LEVEL

STATION 07

STATION SYSTEM LICENSES											
Item	Unit	Mfr	Qty	Description	Part No.	l	JS List Unit	QUO	OTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$	1,030.00	\$	927.00	\$ 927.00	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$	108.00	\$	97.20	N/A - Included	

STATI	STATION SYSTEM CONTROLLER										
Item	Unit	Mfr	Qty	Description	Part No.	Ų	US List Unit		UOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$	21,750.00	\$	19,575.00	\$ 19,575.00	
SC2	Kit	USDD		G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$	7,325.00	69	6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$	54.00	\$	48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$	54.00	\$	48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$	923.00	\$	830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$	57.00	\$	51.30	\$ 51.30	·

STATI	STATION SYSTEM PERIPHERAL COMPONENTS										
Item	Unit	Mfr	Qty	Description	Part No.	l	JS List Unit	Q	UOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$	987.00	\$	888.30	\$ -	
SP1b	Ea	Atlas	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$	66.00	\$	59.40	\$ -	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$	725.00	\$	652.50	\$ 2,610.00	
SP3a	Ea	USDD		G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$	975.00	\$	877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$	1,377.57	\$	1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$	107.86	\$	97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$	1,275.00	\$	1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$	110.00	\$	99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$	110.00	\$	99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$	1,275.00	\$	1,147.50	\$ -	

				G2 MESSAGE SIGN (Digital LED) MINI					
SP9a	Ea	USDD	0	GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	6	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 5,670.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G. S.(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 44.10	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30	
SP12a	Ea	USDD	3	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 5,467.50	
SP12c	Ea	USDD	0	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	0	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ -	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	2	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 153.00	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	0	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ -	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATI	STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT		
SS1	Ea	USDD	. ()	Station Installation (N/A - Customer to Bid Directly)	ST-INST	\$ -	\$ -	\$ -		
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -		

SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,779.35	\$ 1,601.41	\$ 1,601.41	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 790.82	\$ 711.74	\$ 711.74	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 434.95	\$ 391.46	\$ 391.46	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 47.45	\$ 42.70	\$ 42.70	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if requied to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATI	STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT										
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT			
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,558.69	\$ 3,202.82	4804.2315 but No Charge For Initial Warranty Period / Not Included in Subtotals			
SW2	YR	USDD		[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,558.69	\$ 3,202.82	\$ -			

STATION 07 System:	\$ 38,334.21
Shipping:	\$ 665.00
Warranty & Support:	\$ -
Miscellaneous (if applicable)	\$ -
STATION SUBTOTAL:	\$ 38,999.21

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSAaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

- 01 Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 USDD can source, qualify, train and certify Local Licensed Regional Subcontrators where needed.
- 04 Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD.
- 05 Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

QUOTE

1835 E. Sixth St. Suite #27 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax **DATE: 4/18/2019**

Expires: 7/17/2019

Quote SUBMITTED TO:

City of Corona, California Corona Fire Department

REF PROPOSAL	
CA_CFD004 v6	Section Totals

	SECTION TOTALS [UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]					
	[ONLESS OTHERWISE NOTED, ALE I THE	DEO AITE (,00			
DISPATCI	H-LEVEL SUBTOTAL	\$	62,307.75			
Includes:	PRIMARY DISPATCH G2 FSA SYSTEM :	\$	62,307.75			
moludes.	PRIMARY DISPATCH MOBILE APP SERVICE		02,307.73			
	PRIMARY DISPATCH MAPPING SERVICE	Ψ	_			
	PRIMARY DISPATCH WARRANTY & SUPPORT	•	_			
	PRIMARY DISPATCH G2 FSA SYSTEM MISC	•	-			
bac	e (1) Dispatch Center System currently propo ckup/disaster-recovery dispatch systems have b cumed/included in this proposal.					
STATION-	LEVEL SUBTOTAL	\$	309,942.01			
Includes:	STATION 01 SYSTEM:	\$	52,612.39			
	STATION 01 WARRANTY & SUPPORT:	\$	-			
	STATION 01 MISC.:	\$	_			
Includes:	STATION 02 SYSTEM:	\$	51,309.61			
	STATION 02 WARRANTY & SUPPORT:	\$	-			
	STATION 02 MISC.:	\$	_			
Includes:	STATION 03 SYSTEM:	\$	49,767.40			
	STATION 03 WARRANTY & SUPPORT:	\$	-			
	STATION 03 MISC.:	\$	_			
Includes:	STATION 04 SYSTEM:	\$	40,365.09			
	STATION 04 WARRANTY & SUPPORT:	\$	-			
	STATION 04 MISC.:	\$	-			
Includes:	STATION 05 SYSTEM:	\$	38,183.62			
	STATION 05 WARRANTY & SUPPORT:	\$, -			
	STATION 05 MISC.:	\$	-			
Includes:	STATION 06 SYSTEM:	\$	38,704.69			
	STATION 06 WARRANTY & SUPPORT:	\$	-			
	STATION 06 MISC.:	\$	-			
Includes:	STATION 07 SYSTEM:	\$	38,999.21			
	STATION 07 WARRANTY & SUPPORT:	\$	-			
	STATION 07 MISC.:	\$				

Notes: Seven (7) Station Systems currently included in this proposal, with installation NOT included (per customer statement that they are taking install out to bid)

Estimated Sales Tax

27,030.07

US Digital Designs System Total
\$399,279.82

ESTIMATED SAL	ESTIMATED SALES TAX (7.75%)							
Dispatch Level - Taxable	\$	53,775.00						
Sales Tax	\$	4,167.56						
Station 1 - Taxable	\$	49,940.55						
Sales Tax	\$	3,870.39						
Station 2 - Taxable	\$	48,732.01						
Sales Tax	\$	3,776.73						
Station 3 - Taxable	\$	47,259.18						
Sales Tax	\$	3,662.59						
Station 4 - Taxable	\$	38,486.20						
Sales Tax	\$	2,982.68						
Station 5 - Taxable	\$	36,435.91						
Sales Tax	\$	2,823.78						
Station 6 - Taxable	\$	36,957.89						
Sales Tax	\$	2,864.24						
Station 7 - Taxable	\$	37,188.31						
Sales Tax	\$	2,882.09						

USDD is an Arizona corporation and does not have a California sales tax license nor has the ability to collect any sales tax from California customers. The above estimate sales tax is based on USDD's limited knowledge of CA sales tax codes and is based on the assumption that hardware/software is taxable, and representations by Customer as to taxableitems. The percentage used to calculate the sales tax is based upon Customer's representation of the tax rate in its community. Customer needs to confirm that the above calculations are correct.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

EXHIBIT B

Scope of Work

Provision of Products and Services as described in the Quote attached at Exhibit A, for installation at Dispatch, and Stations 1, 2, 3, 4, 5, 6 and 7 respectively. Installation of Station Equipment is not included in USDD's Scope of Work and will be contracted separately by the End User. All Installations must be performed by G2 Certified Installation Contractors, and will be as shown on the attached station designs and identified as Design Drawing #USDD.CA.CRD. ALL.STATIONS.FSA.2019.02.23.pdf

Services to be provided by USDD are as follows:

Project Deliverables

Hardware Deliverables

US Digital Designs will provide the hardware as detailed on the Quote provided to End User. Hardware delivery/shipment is intended to be a single shipment to a single receiving point. The End User provided warehouse must be an environmentally controlled and secure storage area.

Software Deliverables

US Digital Designs will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Modifications to Standard Products

Modifications will be made, if required, to US Digital Designs standard products where necessary to provide the agreed upon functionality. Modifications will include VoiceAlert element order and repetition, and printer display elements.

Standard Interface Software

The US Digital Designs' Communications Gateway will interface to the End User's CAD system using the USDD standard fire station alerting interface. The costs associated with CAD provider's fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the End User.

Training

<u>Dispatch System Operation (half-day)</u>. The Dispatch System Operation class is intended to give dispatch center personnel the skills to use the alerting system through the CAD system, to operate the Manual Alerting client and to recognize system faults. The class will be hands-on using the system prior to go live.

<u>Administration and Maintenance (half-day)</u>. The Administration and Maintenance class is intended to give technical service personnel the skills to perform system configuration, basic

diagnostics and troubleshooting on the station alerting system. The class will be hands-on using the system prior to go live.

US Digital Designs Project Roles and Responsibility

Overview

US Digital Designs will assign qualified personnel to implement the System for the Project. The project team will be located primarily at the USDD headquarters in Tempe, Arizona, but will travel as necessary to the End User's location.

The following is a proposed list of USDD project personnel roles for this project. The list of roles may change as necessary to accommodate new project requirements.

US Digital Designs Project Manager

The USDD project manager ("Project Manager") will have the overall responsibility for ensuring the success of the USDD portion of this project. The Project Manager will be the primary contact for project-related issues and will be responsible for issue resolution. The Project Manager will also develop an issue escalation plan in conjunction with the End User's System Administrator.

Software Engineer

The USDD Software Engineer will be responsible for USDD's configuration of software required for the system, and for the resolution of any USDD software issues identified during the course of the project.

Project Implementation

End User shall be responsible for contracting with a G2 Certified Installation Contractor ("Installation Contractor") for installation of station-level equipment. USDD will work with the Installation Contractor, End User and CAD provider to develop an implementation plan and schedule that meets the needs of End User and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by Installation Contractor prior to or after delivery and installation.

CAD Interface Customization

US Digital Designs will provide its standard API for CAD System alerting interfacing and will customize this interface to operate with the current version of the End User's CAD system FSA interface.

System Functionality Demonstration

Pursuant to the terms of the EUAA, US Digital Designs will demonstrate the functionality of the installed and configured system after system installation. This demonstration will preferably utilize the CAD system to allow end-to-end demonstration.

Acceptance Test Procedures

After all installation is complete and basic functionality has been demonstrated, End User and US Digital Designs will initiate the Acceptance Test Procedure ("ATP"). The ATP procedure will be jointly developed based on the intended functionality of the System as actually installed and carried out according to the terms of the EUAA.

Change Management Process

A change management plan shall be developed jointly by Installation Contractor, End User and USDD to document procedures for additions, deletions and modifications to the scope of the project. This includes software feature development and delivery and installation of additional equipment requested by the End User.

Document Review

US Digital Designs will submit documentation developed under this project for approval prior to inclusion in the project documents as necessary.

Project Closure

Overview

The project closure process ensures that all outstanding issues are resolved, provides feedback on the project successes and issues to the Installation Contractor, End User and US Digital Designs, and transitions the End User and System from a project to a support process.

Completion of Punch List Items

US Digital Designs will work with the Installation Contractor and End User to identify any outstanding items for resolution. A list will be made of any unresolved issues and a disposition will be created for each item.

System Acceptance

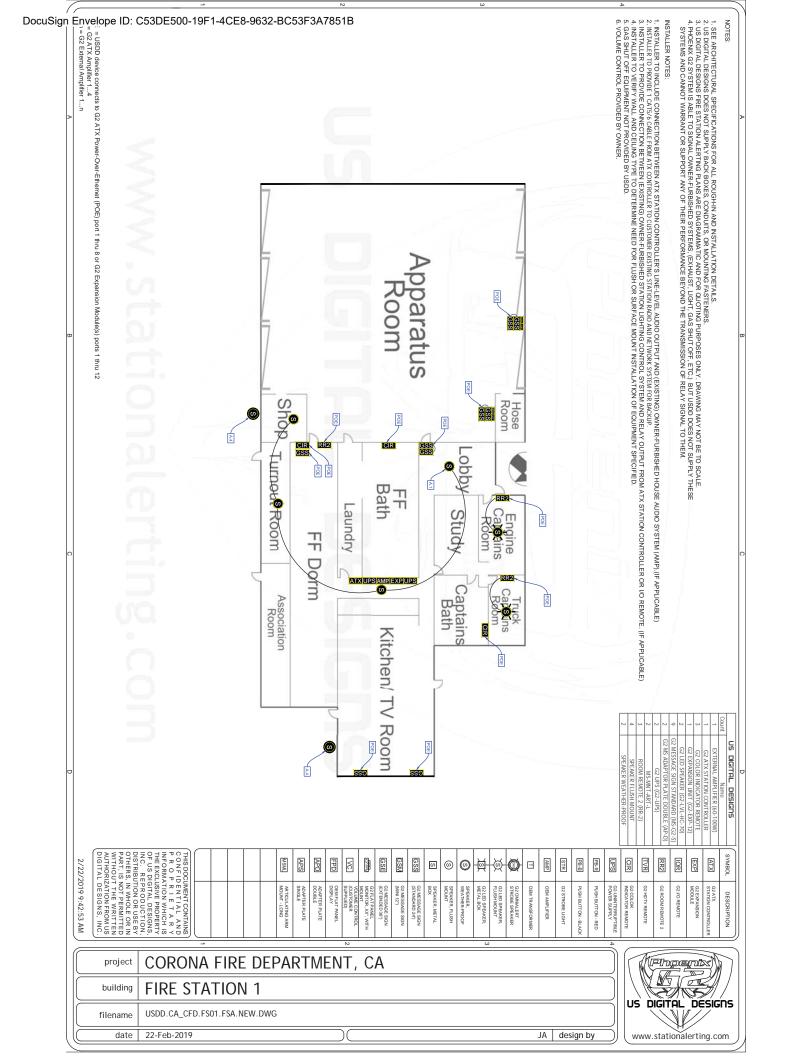
System Acceptance Test will be conducted in accordance with the EUAA.

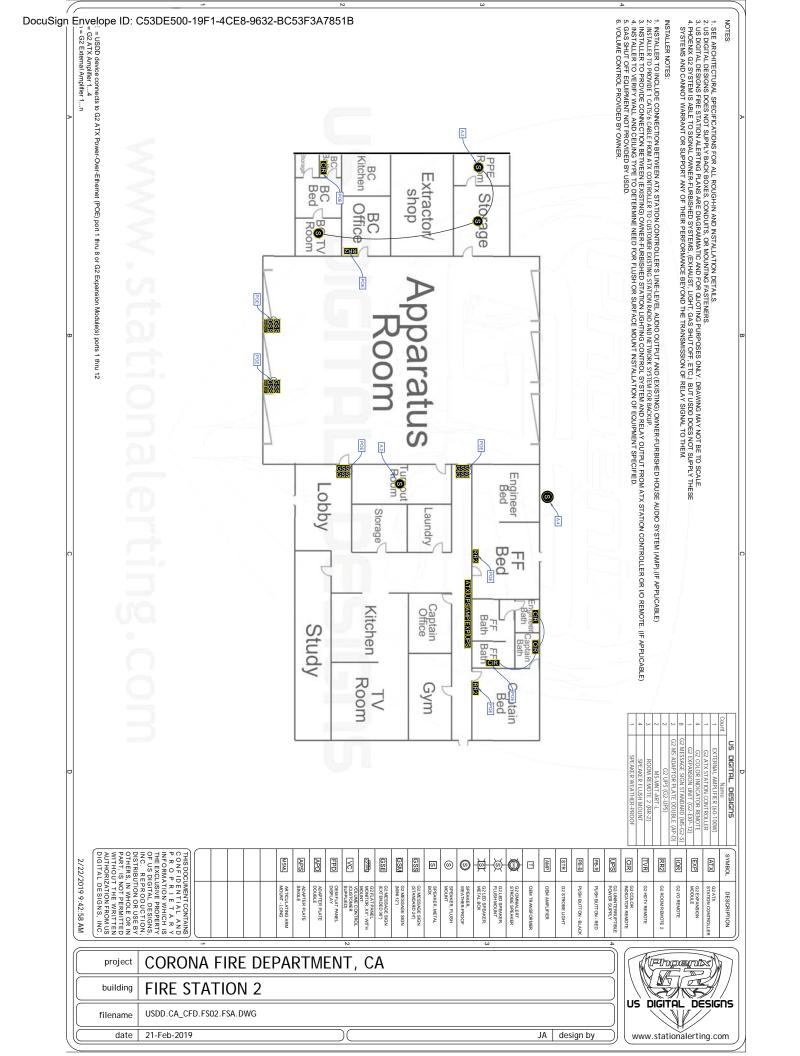
Transition to Support

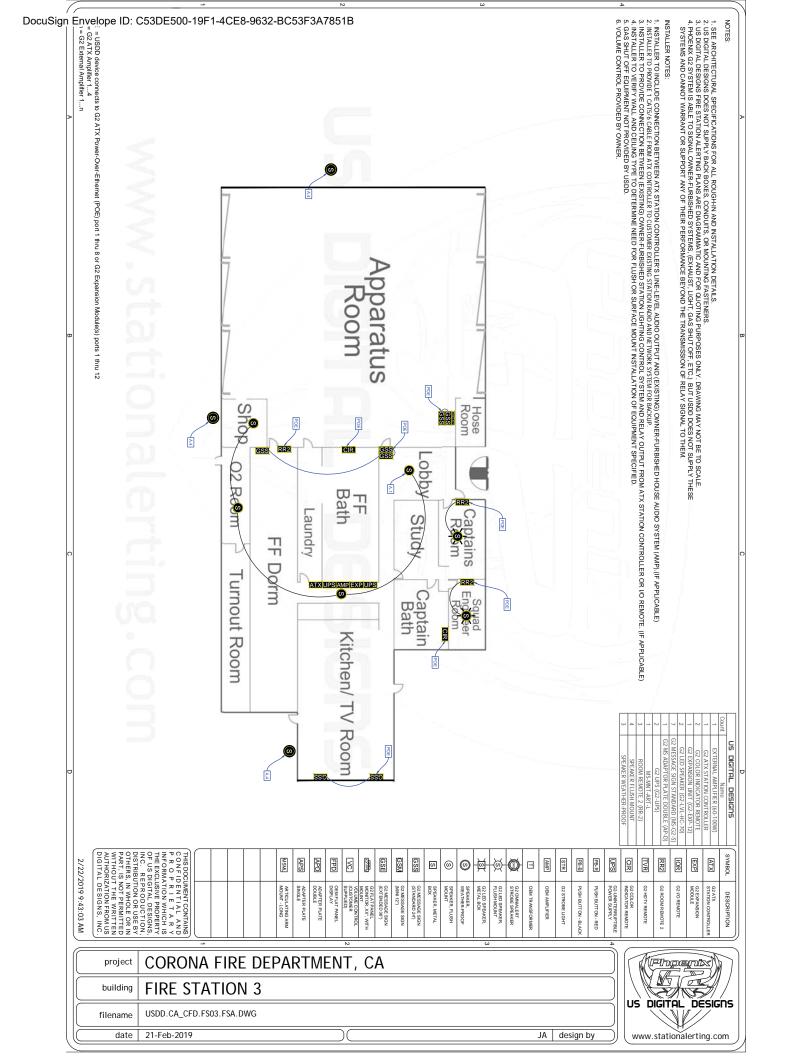
After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, the End User will be transitioned to support from the project team. The primary contact for the End User may change. It is important for the End User to continue to provide remote access to the System after the transition to support to allow US Digital Designs support personnel to perform remote diagnostics on the System.

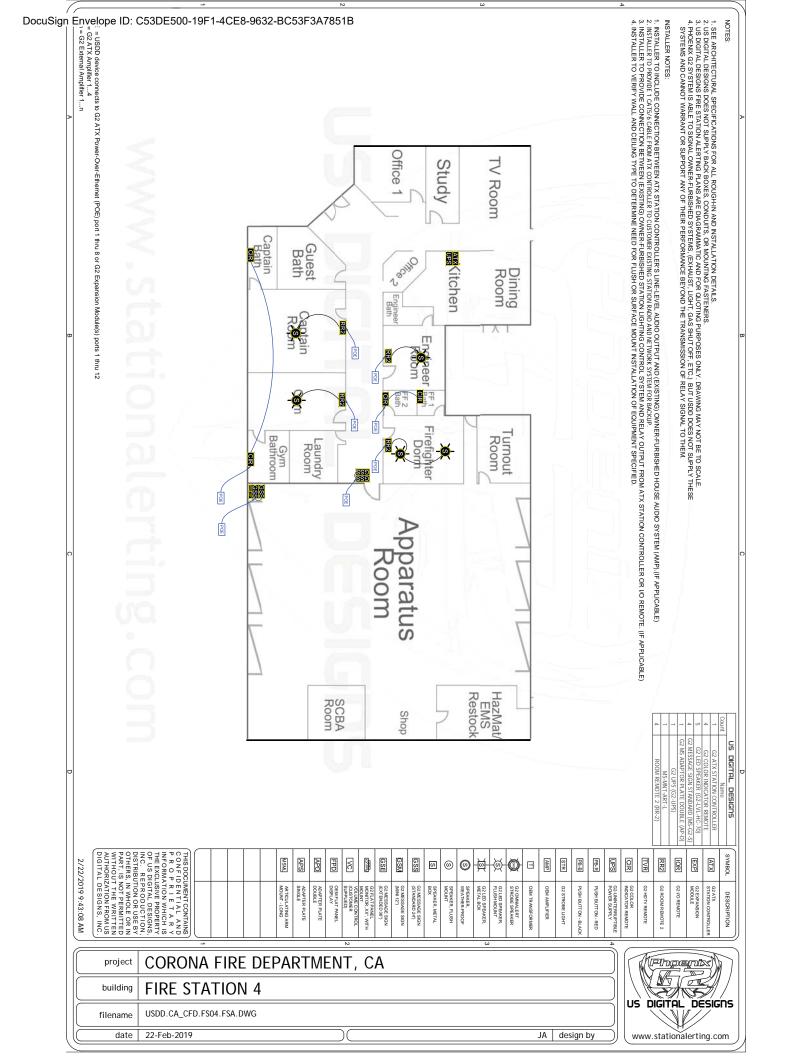
Project Closure

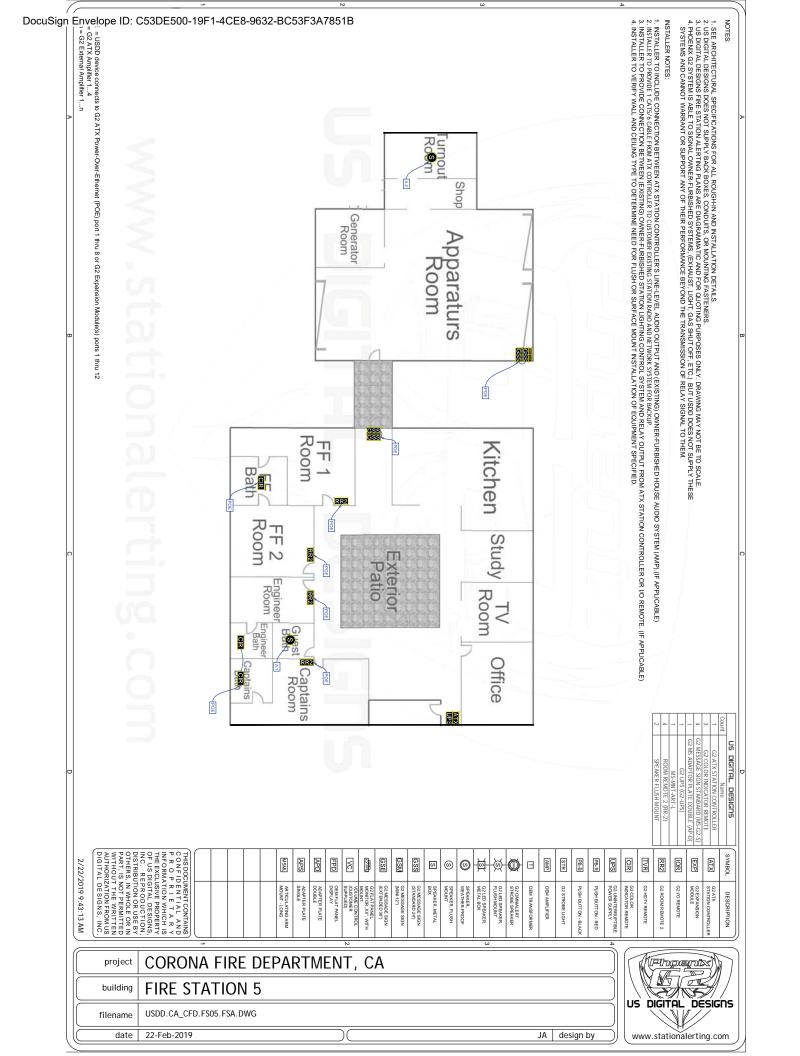
After transition of the End User to technical support, US Digital Designs will prepare a document detailing any outstanding issues, lessons learned and other pertinent information for the Installation Contractor, End User and/or CAD provider.

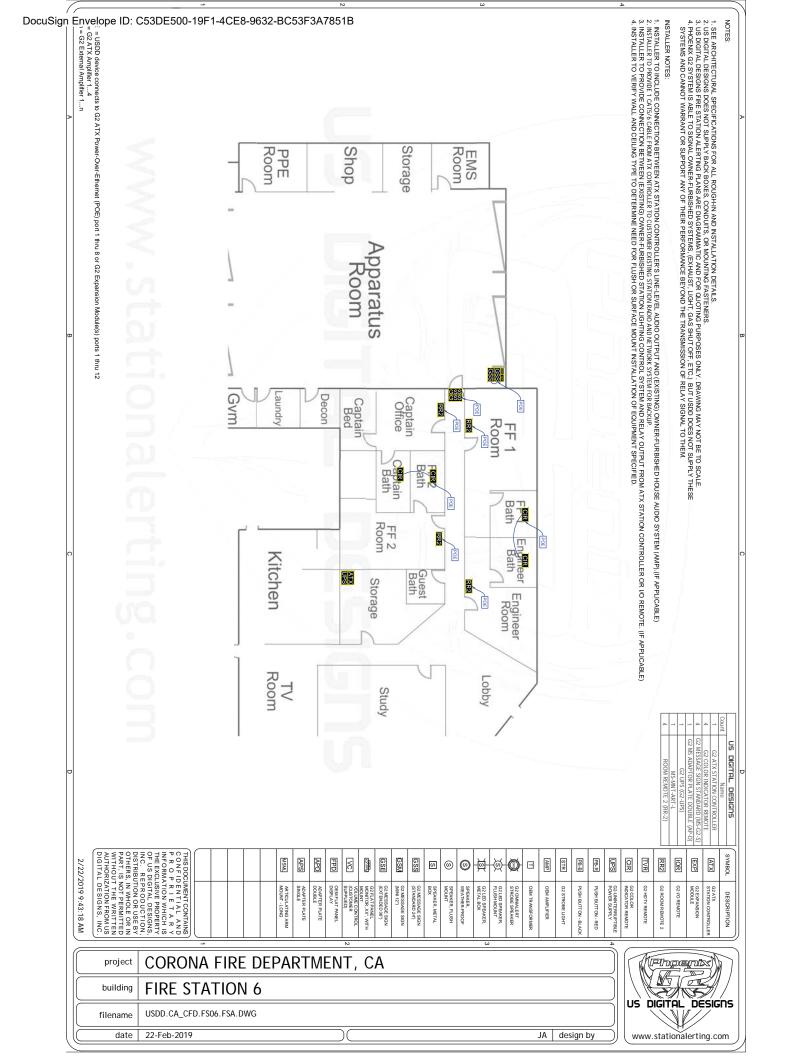












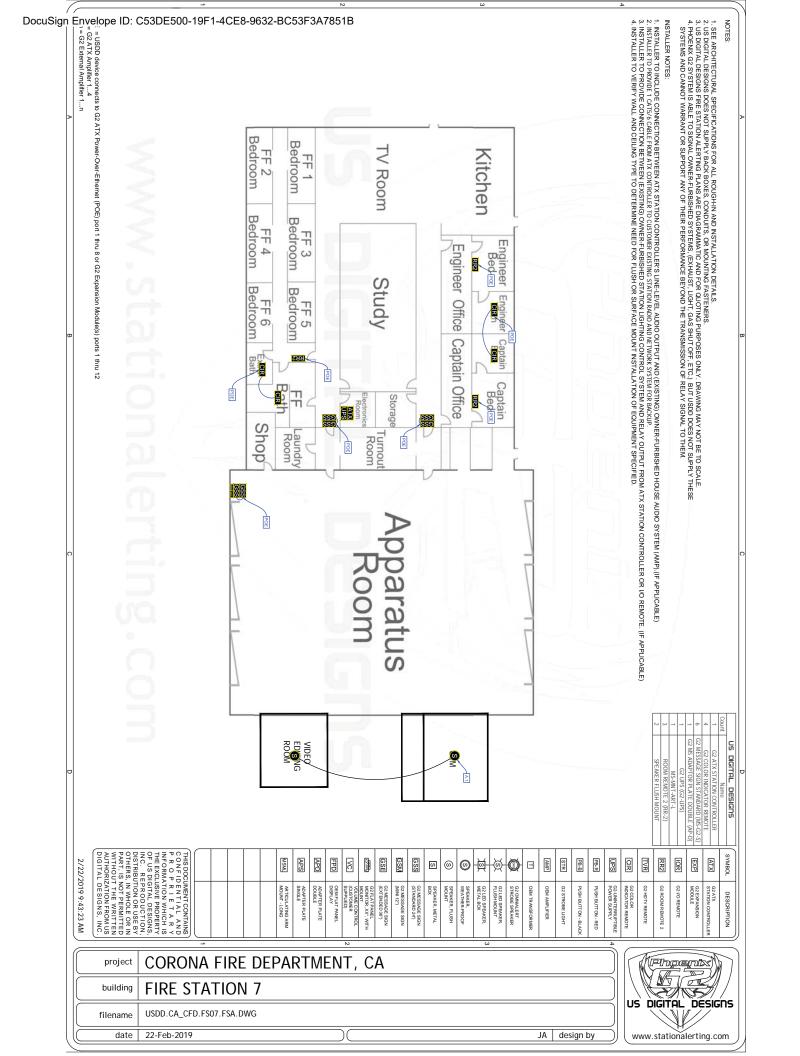


EXHIBIT C

Service Agreement

US DIGITAL DESIGNS



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made 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"):

City of Corona, California Corona Fire Department 735 Public Safety Way Corona, CA 92882

Attn: Andreas Johansson

Phone: (951) 736-2214 / (951) 736-2220 Email: andreas.johansson@coronaca.gov

- 1. **Recitals**. The Customer requires USDD to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service the Customer's System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.
- 2. **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:
 - a. "Additional Services" shall have the meaning set forth in Section 7, below;
 - b. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

- c. "Commencement Date" shall be ______ [TBD 18 months from shipment by USDD.]
- d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, <u>provided</u> <u>however</u>, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.
- f. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.
- g. "Services" shall have the meaning set forth in Section 3, below;
- h. "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;
- i. "System" means all Hardware and Software purchased by Customer either directly from USDD or authorized USDD Reseller 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;
- j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.
- 3. **Scope of Services**. During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and
- g. Ground shipping for the return of repaired Hardware.
- 4. **Hardware Repairs**. If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.
- 5. **Claims**. Prior to requesting Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's web site: http://stationalerting.com/service-support/. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 6. **Limitations**. The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the

product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

- 7. **Additional Services**. Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.
- 8. **Customer Facilitation of Services**. In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Without limiting the foregoing, Customer will be responsible for the following:
 - a. The provision of VPN using SSH protocol access to the System for 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 operation, testing, troubleshooting, and functionality of the of the System;
 - c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
 - d. Providing a stable means of data transmission between the System Gateway and each fire station 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;
- e. The correct use of the System in accordance with USDD's operating instructions; and
- f. The security and integrity of the System.
- 9. **Ongoing Service Term, Renewal and Termination**. The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due to USDD from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.
- 10. **Annual Fees**. On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay USDD an annual fee in advance for the Services to be delivered hereunder ("Annual Fee"). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances ("Base Amount"), multiplied by .09 Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and other tangible goods and equipment purchased in the future. USDD shall calculate the Base Amount, determine the Annual Fee and provide an invoice to Customer therefor within 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.
- 11. Limited Warranty. USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such

warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

- 12. **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 Agreement 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 Agreement, 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.
- 13. **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 Agreement. When the context of the words used in this Agreement 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.
- 14. **Waiver**. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement 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 Agreement.
- 15. **Governing Law; Parties in Interest**. This Agreement will be governed by and construed according to the laws of the State of California, venue shall be in Riverside County,

without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

- 16. **Execution in Counterparts**. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.
- 17. **Entire Agreement**. This Agreement 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 Agreement may not be amended, altered, or changed except by the express written agreement of the parties.
- 18. **Joint Effort**. This Agreement 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 Agreement or any term thereof.
- 19. **Savings Clause**. In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement 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 Agreement shall be and remain in full force and effect.
- 20. **Images and Testimonials**. During the term of this Service Agreement, 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.
- 21. **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 Agreement 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.

Signatures on Following Page

City of Corona:	US Digital Designs, Inc.:
By: Name: Its: Date:	By: Docusigned by: Dominic Magnor By:
Reviewed by:	
Chris Cox, Deputy Chief Date:	
Reviewed By:	
Cita Longsworth, Purchasing Manager Date:	
Approved as to Form:	
Dean Derleth, City Attorney Date:	-
Reviewed By:	
Kara McGee, Risk Manager Dated:	_
Attest:	
Sylvia Edwards, City Clerk City of Corona, California Date:	

EXHIBIT D

Warranty

US DIGITAL DESIGNS



NEW SYSTEM WARRANTY

- 1. **Warranty**. Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the EUAA for a period of 18 months from the initial date of shipment of Products from USDD's warehouse ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the EUAA.
- 2. Hardware Defects. If a Hardware defect arises and a valid claim is made within the Warranty Period, USDD, at its option, will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the End User's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. End User shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to End User after repair or replacement. Replacement Hardware will be returned to End User configured as it was when the Hardware was originally purchased, subject to applicable updates.

- 3. **System Maintenance and Support**. During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the "Support Services"). The Services shall include the following:
 - a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
 - b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
 - c. 24 hour per day telephone access for End User's System Administrator or designee to USDD's senior staff and engineers in the event of a "Mission Critical Failure" (as defined below); and
 - d. Updates for all System Software, as and when released by USDD.
- 4. **Claims**. Prior to making a Warranty claim or requesting Support Services, End User is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, End User must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at http://stationalerting.com/service-support/. End User must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 5. **Mission Critical Failure**. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure. End User's use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the EUAA, which will be charged at USDD's then current rates.
- 6. **Exclusions and Limitations**. USDD's obligations under this Warranty are contingent on the End User providing USDD with VPN access using SSH protocol for remote access to the System for remote diagnosis. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from End User's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect

in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced. If at any time during the Warranty Period, Customer operates the System in a virtualized environment not provided by USDD or on any server other than dedicated servers provided by USDD, this Warranty shall not apply to server performance or compatibility with the remainder of the System. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

EXHIBIT E

CITY OF CORONA COMPUTER SYSTEM REMOTE ACCESS RESPONSIBILITY FORM

CONSULTANT NAME:	US DIGITAL DESIGNS, INC.
AGREEMENT TITLE:	END USER'S ACKNOWLEDGMENT AND AGREEMENT
AGREEMENT DATE:	
USER NAME:	

In connection with the above Agreement with the City of Corona ("City"), Consultant will be providing certain services, as defined in the Agreement ("Services"), which require one or more of Consultant's employees, officers, officials, representatives or agents to remotely access the City's computer systems, database and/or servers ("City Systems"). By executing this Computer System Remote Access Responsibility Form ("Responsibility Form"), Consultant hereby represents that the User noted above is an employee, officer, official, representative or agent of Consultant. Furthermore, by executing this Responsibility Form, Consultant and User hereby understand, acknowledge and agree to the below terms and conditions in connection with any remote access of the City Systems.

- 1. <u>Security Token Care & Use.</u> City has implemented a two-factor authentication system for any remote access of the City Systems, which requires the City to issue a security token to User to enable secure access to the City Systems ("Security Token"). The Security Token shall, at all times, remain the property of the City. User shall take reasonable care of the Security Token until such time that it is returned to the City. The Security Token shall only be used by User and only in connection with performance of the Services.
- 2. <u>Security Token Loss/Damage Responsibilities</u>. User shall immediately report the loss, theft or damage of the Security Token to City's IT Help Desk at (951) 739-4357. Consultant shall be responsible for any lost or damaged Security Token issued to User and shall reimburse the City for the cost to replace the Security Token.
- 3. <u>Security Token Return.</u> User shall return the Security Token to the City when remote access to the City Systems by User is no longer necessary or is terminated pursuant to Section 9 of this Responsibility Form, or when User is no longer employed or otherwise affiliated with Consultant, whichever occurs first.
- 4. <u>Access Codes</u>. User shall not disclose to any other person any passwords, access codes and/or credentials that would enable that person to gain access to the City Systems.

- 5. <u>Access Notification</u>. Prior to accessing the City Systems, User shall notify the City's IT Help Desk of such access via email at <u>ITHelpDesk@ci.corona.ca.us</u>.
- 6. <u>Non-Disclosure of Data</u>. Any documents, information, data or other material on the City Systems ("Data") that User may have access to shall remain the property of the City and shall be held strictly confidential by User and Consultant. User shall not use any Data except as expressly authorized under the Agreement, and User shall not disclose, or cause or facilitate the disclosure of, any Data to any person or entity who does not expressly need such access in order for Consultant to adequately perform the Services under the Agreement.
- 7. <u>Damage to City Systems</u>. Consultant shall be responsible for any damage to the City Systems caused by User's remote access to the City Systems, including, without limitation, any damage to the City Systems, loss of Data or unauthorized disclosure of Data.
- 8. <u>Consultant Responsible for User</u>. Consultant shall be fully responsible for any access to the City Systems by User, any use of the Security Token by User, and any other acts or omissions of User. Consultant shall immediately notify the City's IT Director, by email and cell phone using the information provided in the City Witness signature box of this Responsibility Form, if User's employment with Consultant has been terminated or remote access to the City Systems is no longer necessary. Consultant shall take all steps reasonably requested by City to prevent any improper or unauthorized access to the City Systems.
- 9. <u>Termination of Rights</u>. The City may terminate User's right to access the City Systems under this Responsibility Form at any time and without cause. Moreover, User's right to access the City Systems under this Responsibility Form shall automatically terminate upon the termination or natural expiration of the Consultant Agreement.
- 10. <u>Indemnification</u>. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification terms of the Agreement, for any alleged violation of this Responsibility Form.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR

CITY OF CORONA COMPUTER SYSTEM REMOTE ACCESS RESPONSIBILITY FORM

BY EXECUTING BELOW, USER AND CONSULTANT ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THIS RESPONSIBILITY FORM AND ACCEPT ITS TERMS.

Title (Print)
Date
I immediately report the following to the sy loss, theft or damage of the Security ith Consultant has been terminated or onger necessary. The report shall be by on provided in the City Witness signature
Title (Print)
Date
Title (Print)
Title (Print) Date
i

PUBLIC PROCUREMENT AUTHORITY MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("Purchaser") and US Digital Designs, Inc., an Arizona corporation ("Vendor"). Purchaser and Vendor are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Vendor is in the business of selling certain Station Alerting Systems and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

- 1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F, including Purchaser's Request for Proposal RFP No. 1425 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").
- 1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.
- 1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.
- 1.4 "EUAA" means an End User Acknowledgement and Agreement hereafter entered into between Vendor and a Purchaser (other than the Lead Contracting Agency) in a form acceptable to Vendor in its sole discretion, which shall address, among other issues (i) the warranty applicable to the Products and Services, (ii) Vendor's retention of its intellectual property rights, (iii) licensing of Vendor's intellectual property rights to Purchaser, (iv) the terms of installation, technical specifications, and scope of work, and (v) any other terms and conditions necessary to facilitate and govern the transaction. A sample EUAA is attached at Attachment F.

- 1.5 "Intellectual Property" means any and all rights of USDD related to USDD's products, Software, and Hardware, 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.
- 1.6 "Lead Contracting Agency" shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.
- 1.7 "National Purchasing Partners" or "NPP" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.
- 1.8 "Participating Agencies" shall mean the governmental and non-profit entities (other than the Lead Contracting Agency) that access and purchase Product and Services through this Agreement.
- 1.9 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.
- 1.10 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.
- 1.11 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.
- 1.12 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

ARTICLE 2 – AGREEMENT TO SELL

- 2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.
- 2.2 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. Once issued, Purchaser shall not withdraw its Purchase Order except as otherwise set forth in this Article. In the event that the provisions of this Agreement

conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern.

- 2.3 Purchaser agrees that no Purchase Order issued hereunder shall be binding on Vendor unless and until the following contingencies ("Contingencies") are satisfied or waived in writing by Vendor:
 - 2.3.1 The Purchaser and Vendor have entered into an EUAA in a form acceptable to Vendor in its sole discretion; and
 - 2.3.2 The execution of a separate written contract between Vendor and Purchaser, in a form acceptable to Vendor in its sole and absolute discretion, for service and maintenance of the System after expiration of the warranty period for the Products and Services delivered hereunder (the "Service Agreement").
- 2.4 Vendor may reject any Purchase Order issued under this Agreement upon written notice to if at any time it determines, in its sole discretion, that any of the Contingencies have failed or are unlikely to occur. At any time after the issuance of a Purchase Order, Purchaser may give Vendor notice of its intent to withdraw the Purchase Order if the Contingencies are not satisfied or waived within 180 days of the notice. Thereafter, within the 180 day period, Vendor may provide written notice to Purchaser of (i) its consent to withdrawal of the Purchase Order, or (ii) the satisfaction or waiver of the Contingencies. If Vendor consents to withdrawal of the Purchase Order, the Purchase Order shall be deemed withdrawn as of the effective date of Vendor's notice. If Vendor gives notice of the waiver or satisfaction of the Contingencies, Purchaser shall not withdraw the Purchase Order. If Vendor fails to give notice of waiver or satisfaction of the Contingencies, the Purchase Order shall be deemed withdrawn at the expiration of the 180 day period.
- 2.5 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies.
- 2.6 This Agreement is <u>not exclusive</u>. Vendor expressly acknowledges and agrees that Purchaser may purchase, at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party. Purchaser expressly acknowledges and agrees that Vendor may sell, at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement to any third party, including Participating Agencies, either through this Agreement or any other agreement.
- 2.7 In case of any conflict or inconsistency between the EUAA and the Contract Documents, the EUAA shall control. In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:
 - (i) This Agreement;
 - (ii) Vendor's Proposal; and
 - (iii) The RFP.

- 2.8 Extension of contract terms to Participating Agencies:
 - 2.8.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to the EUAA, the Service Agreement, and ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.
 - 2.8.2 This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.
- 2.9 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

- 3.1 The initial contract term shall be for two (2) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original two (2) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the Master Price Agreement by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Price Agreement term.
- 3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.
- 3.3 The forgoing terms of this Article apply only between Vendor and the Lead Contracting Agency. The "Term and Termination" terms as between Vendor and any Participating Agency may be addressed in the EUAA.

3.4 Termination of this Agreement shall have no effect on any EUAA entered into prior to such termination. Vendor shall not enter into an EUAA in reliance on this Agreement subsequent to the termination of this Agreement.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

- 4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, plus actual shipping costs. The pricing schedule set forth on Attachment A hereto shall remain fixed for the Term of this Agreement.
- 4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser. Additional invoicing terms may be addressed in the EUAA.
- 4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) or the EUAA shall specify any and all other taxes, costs, and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.
- 4.4 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.
- 4.5 Subject to Attachments A and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB at Purchaser's Destination. If there are handling fees, these also shall be included in the pricing. All shipping costs prepaid by Vendor shall be itemized and included in Vendor's invoices and payable by Purchaser.
- 4.6 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.
- 4.7 Vendor shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title passes to Purchaser upon delivery of Products to Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one

or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

- 5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Public Procurement Authority. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Public Procurement Authority under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention.
- 5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation insurance obtained by Vendor pursuant to this agreement.
- 5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Authority.
- 5.5 The forgoing terms of this Article apply only between Vendor and the Lead Contracting Agency. Insurance required by any Participating Agency may be addressed in the EUAA.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees") from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this

Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The indemnity obligation set forth herein shall be limited to the amounts available and ultimately collected on the insurance policies required to be carried by Vendor under Article 5. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - RESERVED

ARTICLE 9 – RESERVED

ARTICLE 10 - COMPLIANCE WITH LAWS

- 10.1 Vendor agrees to comply with all Applicable Laws and, at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.
- 10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / INTELLECTUAL PROPERTY AND LICENCE

- 11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.
- 11.2 Purchaser hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. Purchaser 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 Purchaser any rights in the Intellectual Property other than the license to use the Software, as set forth below.

11.3 At all times that Purchaser is in compliance with the terms of this MPA and any applicable EUAA, Purchaser shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the Products and Services.

ARTICLE 12 – RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to the sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts in the ordinary course of its business. All such audits shall be at the expense and risk of Purchaser and take place on site at USDD's primary place of business, or at such other reasonably convenient location determined in USDD's sole discretion. In addition to all other sums payable under this Agreement, Purchaser shall pay Vendor for all costs, labor, office space and materials provided to Purchaser by Vendor in connection with any Audit (collectively "Audit Costs"). Labor rates shall be Vendor's then current list rates without discount. Costs, office space, and materials shall be priced at Vendor's cost plus 20%. Audit Costs shall be invoiced and paid as provided in Article 4 and Purchaser shall be solely responsible for issuing any purchase orders, PO numbers, or other authorizations necessary to facilitate such payment. Audit Costs shall include any and all time spent and costs or fees incurred in processing and collecting such payment. The Purchaser's right to audit under this Article 12 shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

Public Procurement Authority 25030 SW Parkway Ave. Suite 330 Wilsonville OR 97070 ATTN: Heidi Arnold

If to Vendor:

US DIGITAL DESIGNS, INC. 1835 E. Sixth Street, Suite 27 Tempe, Arizona 85281 ATTN: Maribeth Kascht

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above. This Article is applicable only between Vendor and the Lead Contracting Agency. Notice terms between any Participating Agency and Vendor may be addressed in the EUAA

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser. Notwithstanding the foregoing, Vendor may subcontract any installation services to one or more of its USDD certified installers. Vendor shall not delegate

its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

- 20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement.
- 20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any EUAA entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency executing the EUAA. Any EUAA or other modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or, in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:
Signature: Willi arnold
Printed Name: Heide Arnold
Title: Contracto Manager
Public Procurement Authority
Dated: Olux 21, 2015
VENDOR: US Digital Designs, Inc.
By Signature:
Printed Name:
Title: Vice President
Dated: August 21 2015

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

STATION ALERTING PRICING SCHEDULE

STATION ALERTING PRICE	NGSCHEDULE
	Percentage (%) off
	List Price*
	(OR fixed price if % off
	pricing is not available)
Dispatch Center Equipment	10% off all
Item 1. Communications Gateway Pair (G2IGW)	Dispatch Center
Item 2. G2 Gateway Audio Serial Interface (GaSI)	Equipment
Item 3. HDTV Remote Module (TVR)	
Item 4. G2 Light Tower Interface (LT1)	
Fire Station Equipment Item	10% off all
1. G2 Voice Alert (VA)	Fire Station Equipment
Item 2. G2 Mobile FSAS App (G2IAPPIDL)	
Item 3. G2 ATX Station Controller (ATX)	
Item 4. Rack Mount Ears (ATXIE)	
Item 5. Base Plate (ATXIP)	
Item 6. ATX Expansion Kit (ATXIEXP)	
Item 7. Audio Extension Module (AUDIEXT)	
Item 8. Fiber LAN Module (2) (FIBILANIKIT)	
Item 9. G2 Room Remote Module (RR)	
Item 10. RR Trim Plate, for Flush Mount (RRITP)	
Item 11. RR Back Straps – for solid wall flushImounting (RRIBS)	
Item 12. RR Back Box, for solidIwall flush mounting (RRIBB)	
Item 13. G2 Message Remote Module (MR)	
Item 14. G2 Sign Remote Module (SR)	
Item 15. G2 HDTV Remote Module (TVR)	
Item 16. G2 Message Sign, Digital LED (GammaSign) (MSIG)	
Item 17. G2 Message Sign, Digital LED (BetaBrite) (MSIB)	
Item 18. MS Adapter Plate, Vesa 100 (MSIADPTIV100)	
Item 19. MS TielStraps (pair) joins two MSs (MSIADPTISTRP)	
Item 20. MS Mount – Articulating Std. reach (MSIMNTIARTIS)	
Item 21. MS Mount – Articulating Long reach (MSIMNTIARTIL)	
Item 22. MS Mounts – X2 Armt, Artic., Long (MSIMNTIARTILX2)	
Item 23. G2 Double MS Kit (MR, 90Ideg Mount, x2MS) (MSIX2K)	
Item 24. G2 I/O Remote w/8 in & out (IOR)	

	1
Item 25. G2 Strobe Light / Red LED (STR)	
Item 26. G2 Color Indicator Remote – up to 8 unique colors (CIR)	
Item 27. Push Button, standard (black) (PBIB)	
Item 28. Push Button, Emergency (red) (PBIR)	
Item 29. Audio Amplifier, external, standard (AMP)	
Item 20. Speaker – APP/Weatherized (A25), Surface 70v (SPKIWISM)	
Item 21. Speaker – standard flush mount, 8Ω/70v (S86) (SPKISTDIFM)	
Item 22. Speaker – surface mount (MB) 8Ω/70v (SPKISTDISM)	
Item 23. G2 LED speaker – Flush Mount 8Ω/70v (SPKILEDIFM)	
Item 24. G2 LED speaker – Surface Mount (MB) 8Ω/70v (SPKILEDISM)	
Item 25. Transformer, 8ohm to 70v, external (XFMR)	
Item 27. ATX UPS, standard (UPSISTD)	
Item 28. UPS Extended Runtime battery (UPSIEXT)	
Labor Services	10% off hourly rates
Project Management	
Engineering Services	
Installation	
Support Services	
Maintenance Services (applicable only during Warranty Period to items NOT	10% off hourly rates
covered under Warranty—discount does not apply to post-warranty Service	
Agreement)	

The same terms, conditions and pricing of this Agreement may be extended to Participating Agencies. In the event the terms of this Agreement is extended to Participating Agencies, each Participating Agency shall be solely responsible for the ordering of goods and services under this Agreement. The Lead Contracting Agency shall not be liable in any fashion for any violation by a Participating Agency, and the Participating Agency shall hold Lead Contract Agency harmless from any liability that may arise from action or inaction of the Participating Agency.

ATTACHMENT B

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

ADDITIONAL SELLER WARRANTIES NOT INCLUDED IN PROPOSAL

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must deal directly with any Participating Agency concerning the EUAA, Service Agreement, placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.firerescue-gpo.com, and www.lawenforcementgpo.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder. Any references in this Agreement to the Lead Contracting Agency shall not apply to any subsequent contract entered into between Vendor and any Participating Agency.

ATTACHMENT D

to Master Price Agreement by and between <u>VENDOR</u> and <u>PURCHASER</u>.

Vendor's Proposal (The Vendor's Proposal is not attached hereto.) (The Vendor's Proposal is incorporated herein.)

ATTACHMENT E

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal (The Purchaser's Request for Proposal is not attached hereto.) (The Purchaser's Request for Proposal is incorporated herein.)

ATTACHMENT F

to Master Price Agreement by and between <u>VENDOR</u> and <u>PURCHASER</u>.

Form End User Acknowledgement and Agreement

US DIGITAL DESIGNS



END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made 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 ("End User"):

[End User]
[division or department]
[Contact person]
[address]
[address]
[phone numbers]
[email address]

Recitals

- a. The Public Procurement Authority ("PPA"), a subdivision of the State of Oregon, issued its Request for Proposal #1425 ("RFP").
- b. USDD submitted its response to the RFP on December 8, 2014.
- c. The PPA issued a Notice of Award on March 6, 2015.
- d. The PPA and USDD entered into a Master Price Agreement dated _____ ("MPA") for the purchase of USDD "Products" and "Services" (as defined below), which agreement is made available by its terms for use by End User.
- e. End User has or intends to issue a Purchase Order to USDD under the terms of the MPA for the acquisition of USDD Products and Services.
- f. USDD's obligation to perform under the MPA is contingent, in part, on USDD's receipt of End User's acknowledgement and agreement regarding (i) the "Warranty" (as defined below), (ii) USDD's retention of all rights to its "Intellectual Property" (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively "Contingencies"). This EUAA is intended to provide that acknowledgement and agreement.

g. End User desires to purchase the Products and Services described in the "Quote" (as defined below) through the MPA and in accordance with the provisions of this EUAA.

Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USDD and End User hereby agree as follows:

- 1. **Definitions.** For purposes of this EUAA, 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 End User through its authorized personnel, including any Engineering Services, that are not specifically included in the "Scope of Work" (as defined below).
 - 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. "Dispatch Customer" means any fire district, department, station, or other agency for which End User provides dispatch services.
 - d. "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 site.
 - e. "GaSi Audio Interface" means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.
 - f. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by USDD, <u>provided however</u>, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.
 - g. "Intellectual Property" means any and all rights of USDD related to USDD's products, Software, and Hardware, 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.
 - h. "Products" means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
 - i. "Quote" means the document attached as Exhibit C.
 - j. "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.
 - k. "Service Agreement" means the document attached as **Exhibit D**.
 - 1. "Services" means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.
 - m. "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 End User by USDD under this Agreement.

- n. "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.
- o. "System" means all Hardware and Software purchased by End User through the MPA or directly from USDD under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the "POCS" (as defined below), provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation End User'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 End User directly by USDD. System also excludes any consumer electronics purchased through USDD (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).
- p. "VoiceAlert Radio" means the Software that controls the GaSi Audio Interface and functionality of the optional radio alert system.
- q. "Warranty" means the New System Warranty attached as Exhibit E.

Undefined technical terms, specifications and acronyms used throughout this EUAA shall have the meanings generally attributed to them in the fire station alerting industry.

2. **Products and Services**. Upon receipt of a Purchase Order ("PO") from End User for Products and Services described in the Quote, USDD will provide the Products and perform the Services pursuant to the terms of the this EUAA and the MPA. The Quote is subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User's site, End User shall bear all risk of loss or damage to any Products occurring thereafter.

3. **Invoices and Payment**.

- a. All Products and Services identified in the Quote are being purchased by End User through the MPA.
- b. USDD shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. All invoices shall be due and payable within thirty days of receipt in United States currency, free of exchange, or any other charges.
- c. Invoices unpaid for 30 days are subject to interest at 18% per annum.

4. **Design and Installation Services**.

a. Within 30 days after the execution of this EUAA or USDD's receipt of End User's PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting"). End User will use its best efforts to have all necessary representatives of its Dispatch Customers present at the Project Meeting.

- b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference.
- c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with End User and its Dispatch Customers regarding development of a project schedule.
- d. Thereafter, USDD and End User will collaborate to plan and document the layout, and installation protocols for each individual installation site and finalize the project schedule (collectively the "Design Phase") consistent with the Quote and the Statement of Work.

[Alternate Language – if cost of installation is unknown – strike paragraph d above and insert following]

- e. Thereafter, USDD and End User 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").
- f. As part of the Design Phase, USDD shall obtain bids from one or more of its certified installation contractors for installation of the Products at each installation site.
- g. All bids shall be for a set flat price.
- h. USDD shall submit said bids to the End User together with its recommendation for acceptance ("Bid Recommendation").
- i. Unless End User objects in writing to the Bid Recommendation within seven days of its receipt thereof, USDD may accept the recommended bid and engage the contractor to perform the Installation.
- j. The pricing for the Installation shall be the installation contractor's final bid price (together with the price of any subsequently approved change orders), plus 15% of the total cost of the Installation.
- k. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.
- l. Upon issuance of End User's authorization to proceed, no changes will be made to the design of the System except upon written change order.
- 5. **Subsequent Purchases.** At any time during the term of the MPA, End User may purchase additional Products and Services, through the MPA, by issuance of a PO incorporating the terms of this EUAA.
- 6. **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 additional training provided by USDD shall be charged at the hourly rates applicable under the MPA, 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. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.
- 7. **Acceptance of Station Installation**. Upon substantial completion of installation at each fire station and at the End User's dispatch center, USDD or its subcontractor shall prepare and deliver to End

User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User 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"); or (iii) reject the installation by written notice to USDD specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of Work ("Rejection Notice"). If End User 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 10 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, 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 10 days. Thereafter, USDD shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.

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, USDD and End User shall jointly develop a written acceptance testing procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. 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 End User to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute End User's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, including correction by USDD of any defects or deficiencies identified during the Acceptance Test period, End User shall provide USDD with a "Certificate of Completion" in a form acceptable to USDD. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User 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, End User may pursue its remedies under the MPA and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System.

Reserved.

- 10. **Warranty**. USDD warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.
- 11. **Service and Support Option**. Upon expiration of the "Warranty Period" (as defined in the Warranty), End User may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from USDD (each a "Service Option"). The compensation to be paid to USDD under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). USDD may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. 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 End User exercises the Service Option and pays the Annual Fee. The "Lead Contracting Agency" (as defined in the MPA) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between USDD and End User and is not in any way part of or governed by the MPA.
- 12. **Intellectual Property**. End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User 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 End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.

13. **License**. At all times that End User is in compliance with the terms of this EUAA and the MPA, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.

14. **Insurance**.

- a.USDD shall purchase and maintain such insurance as required below for claims which may arise out of, or result from, USDD's operations under this Agreement, whether such operations are by USDD or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. USDD shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:
 - i. Commercial General Liability Insurance with limits of \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations total limit, and \$1,500,000 personal injury and advertising liability.
 - ii. Workers' Compensation and Employer's Liability with Workers' Compensation limits as required by **[enter End User's State]** and Employer's Liability limits of \$500,000/\$500,000/\$500,000.
- c. USDD has or shall submit the Certificates of Insurance evidencing coverage as specified above. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of 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 Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.
- 15. **End User Point of Contact**. End User shall assign a single natural person to manage the installation and administration of the System (the "System Administrator"). End User shall provide USDD with written notice of such assignment prior to the first Project Meeting. End User shall provide written notice to USDD of any change of System Administrator. The System Administrator shall have the principal responsibility of overseeing and managing this EUAA on behalf of End User and shall be the primary point of contact for End User. End User 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.
- 16. **End User Obligations**. End User, either directly or through a third party, shall take and perform (and shall cause its Dispatch Customers to take and perform) all reasonable action necessary to facilitate USDD's performance of the Services hereunder. Without limiting the foregoing, End User shall be responsible for the following:
 - a. The provision of VPN or other means 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 "End User Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the System;
- c. For each "Communications Gateway" location, End User shall:
 - i. Provide rack or cabinet space of at least 2 RU for the installation of the Communications Gateway server pairs;
 - Provide 2 15A/120V AC outlets for Communications Gateways within 4' of Communications Gateway installation location, preferably on a UPS/generator circuit;
 - Provide 3 10/100 BASET LAN ports for Communications Gateways, which must have connectivity to the End User's CAD system interface server for the station alerting interfaces, and connectivity to the fire station networks for station alerting;
 - Provide 3 CAT5 patch cables from LAN ports to Communications Gateway installation location;
 - v. Prior to shipment of any Products, assign 4 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); and
 - vi. Provide VPN access to the 4 IP addresses assigned to the Communications Gateways (access will be required for SSH (22), HTTP (80), and HTTPS (443));
- d. Provide the voice and data radio system, data network infrastructure, CAD system and CAD interface (on the CAD system itself), dispatch computers with current version web browser, and personnel skilled in End User's radio and data systems;
- e. If End User purchases the VoiceAlert Radio connections option, for the Communications Gateway to radio system connection, End User shall:
 - Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system, which must have PTT input, audio input, and COR output for full System functionality;
 - ii. Provide any third party console software licenses as necessary;
 - iii. Provide network access from Communications Gateways to radio consoles, if necessary;
 - Provide 1 10/100BASET LAN port for the USDD GaSi Audio Interface, which must have connectivity to the Communications Gateways;
 - v. Provide 1 CAT5 patch cable from LAN port to USDD GaSi Audio Interface installation location; and
 - vi. Provide 1 IP address, subnet mask and default gateway address for the GaSi Audio Interface:
- f. At each ATX or ATU Station Controller installation site, End User shall:

- i. Provide mounting location for Station Controller;
- ii. Provide 1 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;
- iv. Provide 1 10/100 BASET 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 1 IP address, subnet mask, and default gateway for each station location;
- vi. Provide VPN access to the IP addresses assigned to the Station Controllers, which must provide access for SSH (22), HTTP (80), and HTTPS (443);
- vii. Provide connection to 70 volt speaker system if existing speaker system is to be used;
- viii. Provide dispatch radio for audio source for dispatch alerting, if necessary; and
- ix. Provide connections from telephone intercom, secondary dispatch radio, or other existing audio sources to the Station Controller, if necessary;
- g. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the End User Equipment, including the replacement of UPS batteries as necessary;
- h. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on End User property;
- i. 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 System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions;
- k. The security, accessibility, and integrity of the System, End User Equipment, and installation site; and
- 1. Performing all duties of "Customer" set forth in the SOW.

17. **Termination**

- a. **By End User.** If the MPA, any PO, or this EUAA is canceled or terminated by End User or the Lead Contracting Agency for any reason other than USDD's breach, End User 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 transaction.
- b. **By USDD**. If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the MPA, USDD shall provide written notice thereof to End User ("Default Notice"). The Default Notice shall specifically describe the nature of the

alleged failure and demand that End User cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days ("Cure Period"). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, USDD shall have the right to terminate this EUAA by written notice to End User, and End User 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 transaction.

- c. For Failure to Complete Design Phase. If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User 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 transaction.
- 18. **Assignment**. The Parties shall not assign in whole or in part this EUAA 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 EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, USDD may subcontract any or all of the Installation and Products manufacturing.

19. **Reserved**.

20. **Notices**. Whenever any provision of this EUAA 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 End User:

Name: Title: Address:

Fax: Email:

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

- 21. **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 EUAA. When the context of the words used in this EUAA 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.
- Waiver. No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA 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 EUAA.

- 23. **Execution in Counterparts**. This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.
- 24. **Entire Agreement**. This EUAA 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 EUAA supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the MPA.
- 25. **Joint Effort**. This EUAA 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 EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.
- 26. **Savings Clause**. In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA 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 EUAA shall be and remain in full force and effect.
- 27. **End User Representative**. The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA 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 End User is a party.
- 28. **Incorporation of all Recitals and Exhibits**. All recitals, 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 EUAA.
- 29. **Third Party Beneficiaries**. Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.
- 30. **Additional Acts and Documents**. Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.

[End User]:	US Digital Designs, Inc.:
By:	By:
Name:	DOMINIC MAGNONI,
Its:	Vice President
Date:	Date:

EXHIBIT A Reserved

EXHIBIT B Scope of Work

EXHIBIT C Quote

EXHIBIT D Service Agreement

EXHIBIT E Warranty

US DIGITAL DESIGNS



NEW SYSTEM WARRANTY

- 1. **Warranty**. Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the EUAA for a period of 18 months from the final execution date of the EUAA ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the EUAA.
- 2. **Hardware Defects**. If a Hardware defect arises and a valid claim is made within the Warranty Period, USDD, at its option, will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the End User's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. End User shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to End User after repair or replacement. Replacement Hardware will be returned to End User configured as it was when the Hardware was originally purchased, subject to applicable updates.

- 3. **System Maintenance and Support**. During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the "Support Services"). The Services shall include the following:
- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. 24 hour per day telephone access for End User's System Administrator or designee to USDD's senior staff and engineers in the event of a "Mission Critical Failure" (as defined below); and
 - d. Updates for all System Software, as and when released by USDD.
- 4. **Claims**. Prior to making a Warranty claim or requesting Support Services, End User is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, End User must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at http://stationalerting.com/home/about-usdd/contact-usdd/. End User must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 5. **Mission Critical Failure**. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure. End User's use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the EUAA, which will be charged at USDD's then current rates.
- Exclusions and Limitations. USDD's obligations under this Warranty are contingent on the End User providing USDD with VPN access or other means for remote access to the System for remote diagnosis. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from End User's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced. If at any time during the Warranty Period, Customer operates the System in a virtualized environment not provided by USDD or on any server other than dedicated servers provided by USDD, this Warranty shall not apply to server performance or compatibility with the remainder of the System. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

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EXPLORE CONTRACTS **▼**

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US Digital Designs



Publicly Solicited Contract

START DATE:

August 21, 2015

POTENTIAL END DATE:

August 21, 2020

CONTRACT NUMBER:

VH11614

LEAD AGENCY:

Public Procurement Authority

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- · Dispatch Center Equipment
- Fire Station Equipment
- Audio Alerting
- · Visual Alerting

Instructions to Access This Contract

Please Log in (https://nppgov.com/contract/us-digital-designs?login=true) to view complete list of contract documents and instructions.

Log In (https://nppgov.com/contract/us-digital-designs?login=true)

Contract Documents

Synopsis, MPA, RFP, and IGA available to logged in members.

Additional Resources

🗵 US Digital Designs Phoenix G2 Fire Alerting System (https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/15154034/US-DD-VH11614_PGFAS1.pdf)

Contact NPPGov

NPPGov Customer Service

customerservice@nppgov.com (mailto:customerservice@nppgov.com)

Phone: 877.329.8847

Testimonial



"This [Phoenix G2] system has many different parts and facets that we will be able to utilize to reduce response times, get our firefighters out to response scenes quicker, get them better information before they get there, and also reduce some stress on our people. [Through automated alerting], we're able to avoid human error. We're able to avoid certain accents or people that speak too fast or people that speak too slow. We'll be able to do all of these things that affect the critical need to get this information out to our first responders as quick as possible."

Deputy Fire Chief Rodney Hitzfelder
San Antonio Fire Department



US Digital Designs

US Digital Designs is an engineering and product development company specializing in the design and manufacturing of fire station alerting system hardware and software. Public safety dispatchers and firefighters will perform their daily routines more confidently knowing that the Phoenix G2 Fire Station Alerting System effectively communicates crystal clear, concise and consistent automated dispatch information to the right personnel, at the right fire station. More than a decade ago, the USDD team of experienced mechanical, electrical and software engineers conceived, designed and manufactured the most effective, network-based, fire station alerting system in the industry for its own community. It was important to the USDD team that they made its system impeccable—to get it right every time.

Additional Company Information

- ☑ US Digital Designs Website (https://stationalerting.com/)
- US Digital Designs Videos (https://www.youtube.com/user/stationalerting)
- ☐ Fire Station Alerting Blog (http://stationalerting.com/category/news-and-updates/)
- ☑ Firefighters Try to SHorten Repsonse Times With New Alert System (http://www.chicagotribune.com/suburbs/lake-zurich/news/ct-bcr-fire-alarm-system-tl-0222-20180220-story.html)
- Phoenix G2 Station Alerting System Supports Fourth Consecutive Super Bowl (https://stationalerting.com/station-alerting-system-super-bowl/)
- ☑ New Dispatch System Improves Response Times for Elkhart Fire (http://wsbt.com/news/local/new-dispatch-system-improves-response-times-for-elkhart-fire)
- ☑ Idaho Falls Fire Dept Using New Automated Dispatch System (http://www.localnews8.com/news/idaho-falls/idaho-falls-fire-department-using-new-automated-dispatch-system/671336476)

Contact Info

US Digital Designs Customer Service

engineering@usdd.com (mailto:engineering@usdd.com) sales@usdd.com (mailto:sales@usdd.com) 877.551.8733

Mailing Address

1835 E. Sixth St. Suite # 27 Tempe, AZ 85281

ADDRESS

1100 Olive Way Suite 1020 Seattle, WA 98101

CONTACT

Phone: 877.329.8847 Fax: 206.515.5445

customerservice@nppgov.com (mailto:customerservice@nppgov.com)

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