

EXHIBIT
"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF
FIRE STATION ALERTING SYSTEM FROM
US DIGITAL DESIGNS, INC.**

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

That this Agreement for purchase of a fire station alerting system, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the 28th day of the month of July, 2016, between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as "City"), and US DIGITAL DESIGNS, INC., an Arizona Corporation whose offices are located at 1835 East 6th Street, Suite 27, Tempe, Arizona 85281 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires purchase a fire station alerting system, and City desires to procure same from Vendor; and

WHEREAS, City entered into an Intergovernmental Cooperative Purchasing Agreement with Public Procurement Authority through National Purchasing Partners (NPP) on July 28, 2016, pursuant to Resolution No. R-2016-____, attached as Exhibit "A"; and

WHEREAS, said Cooperative Purchasing Agreement was entered into for the purpose of allowing the City to procure materials, supplies, goods, services or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, Public Procurement Authority previously entered into a Master Price Agreement with Vendor on August 21, 2015, for fire station alerting systems (see Exhibit "B"); and

WHEREAS, City desires to purchase the goods and services set forth herein pursuant to Chapter 271.102(c) in lieu of seeking competitive bids; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties

mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes: (a) Interlocal Agreement for cooperative purchasing with Public Procurement Authority attached as Exhibit "A"; (b) Master Pricing Agreement set forth in Exhibit "B"; and (c) Vendor's quote for goods and services; (d) End User Agreement and (e) any exhibits, addenda, and/or amendments thereto. All attached exhibits are incorporated herein as a part of this Agreement.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

G. **Vendor** means US Digital Designs, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The Agreement shall terminate upon the City's approval of the purchase of installation of the goods and services.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The Intergovernmental Cooperative Purchasing Agreement between Public Procurement Authority and the City is attached as Exhibit "A"; the Master Pricing Agreement between Public Procurement Authority and US Digital Designs, Inc. is attached as Exhibit "B"; the quote for the goods and services which are the subject matter of this Agreement are described in Exhibit "C"; and the End User Agreement required pursuant to the Master Pricing Agreement is attached as Exhibit "D." These documents, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement. This Agreement supersedes and replaces any previous agreements between the parties and shall supersede any prior proposals, correspondence or discussions.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide goods and services related to a Fire Station Alerting System as described in Exhibit "C." Vendor's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with the Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor **Four Hundred One Thousand Five Hundred Twenty-One and 19/100 Dollars (\$401,521.19)**. For consideration of goods and services related to a new Fire Station Alerting System, the City shall pay the Vendor the amounts set forth in Exhibit "C."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City’s budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- (a) There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without incurring any liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 INSURANCE

Vendor shall meet all of City's insurance requirements as set forth in http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.201112.pdf.

Failure to meet or maintain City's insurance requirements shall be considered a material breach of this Agreement.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Angelo Luna
Administrative Manger
Round Rock Fire Department
2919 Joe Dimaggio Boulevard
Round Rock, Texas 78665
512-218-6625

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days’ written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days’ written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor’s agents, employees or subcontractors, in the performance of Vendor’s obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

US Digital Designs, Inc.
1835 East 6th Street, Suite 27
Tempe, AZ 85281

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement

from being void should a provision which is of the essence of this Agreement be determined to be void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

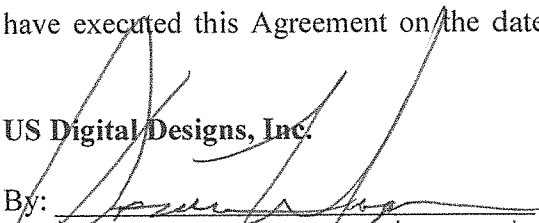
[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

US Digital Designs, Inc.

By: 
Printed Name: DOMINIK MAGNONI
Title: VP
Date Signed: 29 JUN 2016

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

EXHIBIT "A"

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

EXHIBIT "A"

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

EXHIBIT "A"

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

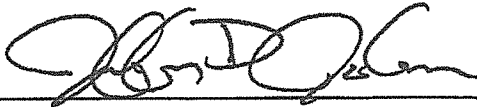
EXHIBIT "A"

PUBLIC PROCUREMENT AUTHORITY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: 2-13-2014

BY: Jeffrey D. Johnson
ITS: Administrator/Board Member

Public Procurement Authority Contact Information:

Contact Person: Heidi Chames
Address: 25030 SW Parkway Ave., Suite 330
Wilsonville, OR 97070
Telephone No.: 855-524-4572
Email: questions@procurementauthority.org

EXHIBIT "A"

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

EXHIBIT "B"

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.

EXHIBIT "B"

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

EXHIBIT "B"

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 not exclusive. 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.

EXHIBIT "B"

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.

EXHIBIT "B"

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

EXHIBIT "B"

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

EXHIBIT "B"

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

EXHIBIT "B"

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:

EXHIBIT "B"

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

EXHIBIT "B"

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.

EXHIBIT "B"

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

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contracts Manager
Public Procurement Authority

Dated: Aug 21, 2015

VENDOR:

US Digital Designs, Inc.

By Signature: Dominic Magnoni

Printed Name: Dominic Magnoni

Title: Vice President

Dated: August 21, 2015

EXHIBIT "B"

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

STATION ALERTING PRICING SCHEDULE

	Percentage (%) off List Price* (<i>OR</i> fixed price if % off pricing is not available)
Dispatch Center Equipment Item 1. Communications Gateway Pair (G2IGW) Item 2. G2 Gateway Audio Serial Interface (GaSI) Item 3. HDTV Remote Module (TVR) Item 4. G2 Light Tower Interface (LT1)	10% off all Dispatch Center Equipment
Fire Station Equipment Item 1. G2 Voice Alert (VA) 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 flush mounting (RRIBS) Item 12. RR Back Box, for solid wall 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, 90deg Mount, x2MS) (MSIX2K) Item 24. G2 I/O Remote w/8 in & out (IOR)	10% off all Fire Station Equipment

EXHIBIT "B"

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 (UPSIXT)	
Labor Services <ul style="list-style-type: none"> • Project Management • Engineering Services • Installation • Support Services 	10% off hourly rates
Maintenance Services (applicable only during Warranty Period to items NOT covered under Warranty—discount does not apply to post-warranty Service Agreement)	10% off hourly rates

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.

EXHIBIT "B"

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.

EXHIBIT "B"

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.nppgov.com, 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.

EXHIBIT "B"

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

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

(The Vendor's Proposal is incorporated herein.)

EXHIBIT "B"

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.)

EXHIBIT "B"

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

Form End User Acknowledgement and Agreement

EXHIBIT "B"
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.

EXHIBIT "B"

- 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, provided however, 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**.
 - l. "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,

EXHIBIT "B"

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 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.

EXHIBIT "B"

- 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

EXHIBIT "B"

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.

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

EXHIBIT "B"

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;

EXHIBIT "B"

- 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;
 - ii. Provide 2 15A/120V AC outlets for Communications Gateways within 4' of Communications Gateway installation location, preferably on a UPS/generator circuit;
 - iii. 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;
 - iv. 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:
 - i. 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;
 - iv. 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:

EXHIBIT "B"

- 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;
 - j. 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
 - l. 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

EXHIBIT "B"

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.

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.

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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 "B"

EXHIBIT A
Reserved

EXHIBIT "B"

EXHIBIT B
Scope of Work

EXHIBIT "B"

EXHIBIT C
Quote

EXHIBIT "B"

EXHIBIT D
Service Agreement

EXHIBIT "B"

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.

EXHIBIT "B"

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.

6. **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

EXHIBIT "B"

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 "B"
NOTICE OF SOLICITATION

PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1425

SOLICITATION FOR: STATION ALERTING

Notice is hereby given sealed proposals will be received by the Public Procurement Authority at the address listed below, until **5:00 PM PST on December 10, 2014** for STATION ALERTING for the Public Procurement Authority and government members of National Purchasing Partners across the nation, including Oregon and Idaho governmental units incorporated by "ATTACHMENT H" of the RFP, WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states. Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that will permit use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

PPA STATION ALERTING RFP #1425
Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

and marked "**RFP NUMBER 1425 FOR STATION ALERTING**"

NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

PPA STATION ALERTING RFP #1425
Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

855-524-4572 or questions@ProcurementAuthority.org

NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES ITS NOTICE OF SOLICITATIONS IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY, AND ONLINE AT

www.ProcurementAuthority.org, **www.findrfp.com and
www.nppgovernment.com**

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT www.ProcurementAuthority.org, www.findrfp.com and www.nppgovernment.com

EXHIBIT "B"

PUBLIC PROCUREMENT AUTHORITY STATION ALERTING REQUEST FOR PROPOSAL

RFP NUMBER 1425

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ATTACHMENTS:

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IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: STATION ALERTING

1.0 INTENT:

1.1 GENERAL INTENT

The Public Procurement Authority (PPA) serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the Public Procurement Authority Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190, in association with National Purchasing Partners, LLC (NPP), on behalf of NPP's government members (hereinafter referred to as "Participating Agencies") across the nation, including members of FireRescue GPO (FRGPO) and Public Safety GPO (PSGPO), Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and

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Participating Agencies, a cooperative procurement group, is soliciting proposals from qualified companies (hereinafter referred to as "Vendor") to enter into a Master Price Agreement for STATION ALERTING.

The intent of this Interstate Cooperative Procurement Solicitation (Solicitation) is to invite Proposers active in the retail and wholesale of STATION ALERTING to submit a competitive pricing proposal offering STATION ALERTING to PPA, which will then be made available to NPP members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog ("catalog discount") or products and/or services in order that NPP, FRGPO, and PSGPO members who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and NPP members within the state of Oregon, successful Proposer(s) should have a strong national presence for STATION ALERTING for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements 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.

1.2 POTENTIAL MARKET

The Public Procurement Authority is publishing this RFP with the express purpose to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPP, FireRescue GPO and Public Safety GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage proposer's response be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this solicitation. Because the successful bid will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this solicitation will provide vendors with a significant market advantage. Members of NPP, FireRescue GPO and Public Safety GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The PPA believes that participation in the NPP purchasing program, benefits both its participating agencies and successful proposers. NPP engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

Solicitation is subject to the Public Procurement Authority's General Conditions & Instructions to Proposer(s), if any, and the following requirements:

- 1.3.1 This RFP and resulting Master Price Agreement is anticipated for use by the Public Procurement Authority's government members as well as other NPP member government entities and eligible nonprofit entities across the nation. The Public Procurement Authority has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the

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purpose of obtaining Master Price Agreements with various vendors. Interlocal purchasing agreements allow Participating Agencies to make purchases at the Public Procurement Authority's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The Public Procurement Authority and NPP will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. A true and correct copy of the Intergovernmental Cooperative Purchasing Agreement is attached hereto as "ATTACHMENT A".

The successful Proposer must deal directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The Public Procurement Authority and NPP shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPP, FireRescue GPO and Public Safety GPO provide vendor exposure and marketing support for the successful Proposer's products and services throughout its membership. Successful Proposers servicing the awarded contract to NPP members shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPP Vendor Administration Agreement (available upon request). A portion of the 1% fee is paid to the Western Fire Chiefs Association pursuant to agreements with NPP, Fire Rescue GPO, and Public Safety GPO. Western Fire Chiefs Association also administers the solicitation and bidding processes for the PPA pursuant to a separate Administration Agreement at no cost to the PPA or its members.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the Public Procurement Authority will award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The Public Procurement Authority may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the Public Procurement Authority with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded

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simultaneously in the best interests of local commerce, the Public Procurement Authority's compliance with local laws, and the Participating Agencies nationwide.

Proposers shall be able to serve the needs of the NPP membership on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the Public Procurement Authority within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of the Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that members of NPP, FireRescue GPO, and Public Safety GPO (Participating Agencies) may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPP

NPP, owned by two healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPP's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The Public Procurement Authority encourages Minority and Women-owned Small Business Proposers to submit proposals.

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 pursuant to ORS 279.835-.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPP pursuant to the reporting requirements identified in the NPP Vendor Administration Agreement. In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPP pricing to member government agencies nationwide, including the opportunity for NPP to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

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- 2.2 PRODUCTS AND SERVICES.
- 2.2.1 Provide a description of the STATION ALERTING offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that participating agencies may order a broad range of products and services as appropriate for their needs.
- 2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies access to the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.2.5 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority and Participating Agencies (e.g. convenience cards, individual/member discounts, etc.)
- 2.3 PRICING:
- 2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:
- A. A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.
- Option (A) is preferred.** If option (A) is not feasible proposer may use option (B) provided proposer includes a justification.
- B. Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to purchasers based on volume.
- 2.3.2 If proposer responds with pricing option "B" the following applies. Prices for items listed in the PRICING SCHEDULE ("ATTACHMENT D") shall remain firm for a period of six (6) months. Thereafter, Proposers may request price increases based on manufacturer costs, cost of labor and/or materials which must be supported by appropriate documentation. Proposers may also add or delete products and options identified on the Pricing Schedule, provided that any additions reasonably fall within the intent of the original Pricing Schedule category. If PPA agrees to the price increase or product or option modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.
- 2.3.3 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.
- 2.3.4 If applicable, please describe any discounts offered to individual employees or volunteers of the PPA or Participating Agency.

2.4 TAX: **EXHIBIT "B"**

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, or to any contract or activity resulting from this solicitation.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a two (2) year period. Subject to a written agreement signed by the Public Procurement Authority and Successful Proposer, the Master Price Agreement may be extended up to a maximum of three (3), one (1) year periods. At least thirty (30) calendar days prior to the expiration of the current term the Proposer(s) shall be notified in writing by the Public Procurement Authority of the intention to extend the Master Price Agreement.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority and Participating Agencies. The Public Procurement Authority shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA and NPP as specified in the Master Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Oregon, provided that said insurance companies, meet the approval of the Public Procurement Authority. The form of any insurance policies and forms must be acceptable to the Public Procurement Authority.

Proposer(s)'s insurance shall be primary insurance with respect to the Public Procurement Authority, and any insurance or self-insurance maintained by the Public Procurement Authority shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The Public Procurement Authority shall not be obligated, however, to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the Public Procurement Authority's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the Public Procurement Authority, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the Public Procurement

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Authority, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

- 3.3.3 Commercial, automobile and workers' compensation insurance.
 - 3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.
 - 3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.
 - 3.3.3.3 Workers' Compensation. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of request for proposal

Publication of this Solicitation conforms with ORS 279, to include Public Notice by publication in a newspaper of general circulation in the area where the Public Procurement Authority is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the Public Procurement Authority.

Solicitation Notice Publications: October 22, 2014; October 27, 2014

4.1.2 Question and answer period

The PPA will post questions and answers concerning this Solicitation for a period of seven (7) days after initial publication of the Notice of Solicitation or October 29, 2014, whichever occurs later. All questions shall be submitted in writing via email to questions@ProcurementAuthority.org. The Public Procurement Authority reserves the right to accept and answer questions after the seven (7) day question and answer period has expired.

4.1.3 Submission of proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or questions@ProcurementAuthority.org. All questions

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and answers will be posted with the original solicitation on the Public Procurement Authority website at www.ProcurementAuthority.org.

Deadline for submission of proposals is **5:00 PM PST, on December 10, 2014**. Heidi Chames must receive all proposals before **5:00 PM PST** on the above date in the office of the Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Approximate opening date: 9:00 AM PST on December 11, 2014 at the office of the Public Procurement Authority, c/o Heidi Chames, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070. **Approximate proposal selection and negotiation: December 11, 2014 to January 30, 2015.**

Approximate award date: January 30, 2015.

All responses to this proposal become the property of the Public Procurement Authority and (other than pricing) will be held confidential, to the extent permissible by law. The Public Procurement Authority will not be held accountable if parties other than the Public Procurement Authority obtain material from proposal responses without the written consent of the Proposer(s).

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 The solicitation documents may be reviewed in person at the following address:

Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

All inquiries concerning information herein shall be addressed to:

Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

Administrative telephone inquiries shall be addressed to:

Heidi Chames, 855-524-4572
Email inquiries shall be addressed to:

questions@ProcurementAuthority.org

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the Public Procurement Authority.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit to:

Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

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A written request for a clarification or interpretation thereof at least ten (10) calendar days prior to the RFP closing date.

The Public Procurement Authority is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the Public Procurement Authority's web site and NPP website.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Electronic copies are to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the evaluation committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, solicitation number and title in the following manner:

RFP 1425: STATION ALERTING
Public Procurement Authority
c/o Heidi Chames
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1425." Exceptions not listed under the heading, "Exception to the Solicitation, RFP Number 1425." shall be considered invalid. The Public Procurement Authority reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright. The Proposer shall detail any and all deviations from specifications, if any, as requested. The Public Procurement Authority may accept or reject deviations, and all Public Procurement Authority decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the proposer's best offer. Additional related

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services should be incorporated into the proposal, if applicable.

Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

- 4.5.5 Qualifications – This section shall describe the Proposer’s ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Proposal Solicitation, RFP Solicitation Number 1425
- 4.5.7 PRICING SCHEDULE (“ATTACHMENT D”)
- 4.5.8 PROPOSER PROFILE WORKBOOK (“ATTACHMENT B”)
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a CD.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee will be appointed by the Public Procurement Authority on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Analysis Committee and the PPA. There is a maximum score of 500 points and proposer’s average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form

1) Pricing 2) Product Line 3) Conformance 4) Marketing 5) Customer Service 6) Coverage 7) Proven Experience & References

At the Public Procurement Authority’s option, Proposers may be invited to make presentations to the Evaluation Committee. Public Procurement Authority reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.2 Pursuant to ORS 279, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All proposers shall identify the state to which it is a resident bidder.

5.1.1.3 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS, as set forth on “ATTACHMENT F”, attached hereto and incorporated herein by this reference.

5.1.1.4 Pursuant to Section 1.5, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

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5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the Public Procurement Authority to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The Public Procurement Authority may cancel the procurement or reject any or all proposals in accordance with ORS 279. Under no circumstance will the Public Procurement Authority pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The Public Procurement Authority reserves the right to:
- 5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
 - 5.2.2.2 Negotiate with any qualified Proposer(s);
 - 5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
 - 5.2.2.4 Waive or modify any irregularities in proposals received, after prior notifications to the Proposer(s).
- 5.2.3 Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the Public Procurement Authority, or the Public Procurement Authority decides to revise any part of this Request for Proposal, addenda will be provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.
- 5.2.4 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 WITHDRAWAL OF PROPOSAL

At any time prior to the hour and date set for the receipt of proposals, the Proposer(s) may withdraw its proposal. Withdrawal will not preclude the submission of another proposal prior to the deadline.

5.4 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation Document for an Agreement solicited under ORS 279. Before seeking judicial review, a prospective Proposer must file a written protest with the Public Procurement Authority and exhaust all administrative remedies. Written protests must be delivered to the Public Procurement Authority at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or solicitation document that the protester believes will remedy the conditions upon which the protest is based. The Public Procurement Authority shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279. The Public Procurement Authority shall respond pursuant to ORS 279. If the Public Procurement Authority upholds the protest, in whole or in part, the Public Procurement Authority may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The Public Procurement Authority may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279 are satisfied. Judicial review of the protest and the Public Procurement Authority's decision shall be governed by ORS 279.

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5.5 NON-ASSIGNMENT

If a Master Price Agreement is awarded, it shall not be assigned in part or in total.

5.6 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the PPA to discuss the terms and conditions of the Master Price Agreement.

5.7 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify, that the Proposal contained herein, fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

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ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

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ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

EXHIBIT "B"

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

EXHIBIT "B"
SAMPLE

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.

SAMPLE

BY:
ITS:

Date: _____

Public Procurement Authority Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____

EXHIBIT "B"
SAMPLE – DO NOT SIGN

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

SAMPLE – DO NOT SIGN

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____

EXHIBIT "B"
ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein

1.0 General questions (Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more).

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with national vendors. Circle "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes or No
- ✓ Do you have a national distribution network?
Yes or No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes or No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes or No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPP staff?
Yes or No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes or No

1.2 Additional Information:

- 1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. Include:
 - 1.2.3.1.1 Agency name and address
 - 1.2.3.1.2 Contact name, phone and/or email
 - 1.2.3.1.3 Description of products/services sold and date.
 - 1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.
- 1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.
- 1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 Complete Exhibit 1

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	

EXHIBIT "B"

2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services through Proposer's distribution system (including Alaska and Hawaii if applicable). [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 If applicable, detail the sub-contracting process (ordering, shipment, invoicing) for those products not carried in Proposer's distribution center. The process shall be transparent to the Participating Agencies. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the

EXHIBIT "B"

Master Price Agreement. [Insert response in box below]

5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	

* Attach current resume of National Account Manager that will be the POC managing this contract.

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						

EXHIBIT "B"

6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for <u>all items ordered</u> within the continental U.S. (and Hawaii/Alaska) The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

EXHIBIT "B"

Exhibit 1

Product/Service Coverage STATION ALERTING

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			
RHODE ISLAND			
SOUTH CAROLINA			

EXHIBIT "B"

SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

Exhibit 2

Declaration of Non Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the Public Procurement Authority, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Public Procurement Authority for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

EXHIBIT "B"
ATTACHMENT C
SPECIFICATIONS

STATION ALERTING

Approach

Describe the Proposer's approach to:

- Project Management
- Installation
 - System must be available as both a turn-key solution with the Proposer responsible for system installation and as a system that the customer can install with its own resources, depending on the customer's requirement
- Training
 - Proposer must offer the following training classes:
 - Dispatcher Training
 - System Administrator Training
 - Fire Station Personnel Training
 - All training must be available in a train-the-trainer format
 - Proposer must offer training at the customer's premises
- Testing and Cutover

System Requirements

General Requirements

- General description of proposed system(s)
- System must be specifically designed to operate as a Fire Station Alerting System
- System must be IP and software-based and/or configurable based on each customer's requirements
- System must be current and compliant with all existing NFPA standards associated with fire station alerting, including NFPA 1221 (current edition at time of purchase)
- System must be scalable and of modular design, allowing addition of fire stations, vehicles and personnel as needed for all potential customers
- System must be flexible and expandable to meet future changes required by the customer
- System must be able to transmitting alerts over multiple redundant communications paths, including IP and radio networks
- The system must be able to integrate with a customer's existing computer network and RF communications infrastructure
- System must be able to send a notification to all fire stations or selected fire stations simultaneously
- System must be able to alert by group, station, or unit
- System must be able to support all dispatch messages, general announcements, unit relocations and unit status changes
- System must be able to send distinct tones for the different classes of equipment, such as ambulances, engines, ladders and rescue vehicles
- System must be able to process multiple distinct alert notifications that may be generated

EXHIBIT "B"

in very rapid succession due to multiple events occurring

Dispatch Requirements

- System must be able to seamlessly integrate with a customer's Computer Aided Dispatch System (CAD)
- System must provide for dispatch center system monitoring, be able to generate reports and transmit manual dispatches and general announcement messages to one, multiple or all fire stations simultaneously
- System must have the capability, for incidents, to create automated voice dispatch alerts that announce simultaneously in multiple stations and over radio
- Automated voice announcements supported must include: dispatch announcements, announcements of move-ups, and non-emergency messages
- System must include a software tool that the customer can use to modify automated voice pronunciations and add new words (streets, names, etc.), without vendor involvement
- System must be able to send distinct tones for the different classes of equipment, such as ambulances, engines, ladders and rescue vehicles
- System must be able to monitor the network connectivity to each fire station and provide immediate visual and audible alerts/notifications if any connectivity problems are detected to both the dispatcher and the fire station(s) affected
- System must be able to monitor the status of each notification sent and provide immediate visual and audible alerts/notifications to the dispatcher in cases of any failed notifications
- System must be able to be duplicated its entirety at a backup dispatch location or disaster recovery site

Fire Station Requirements

- System must be able to provide an audible alert over the fire station speakers
- System must be able to integrate with speakers already installed in the fire station(s)
- System must be able to display incident information on visual displays, such as monitors and reader boards
- System must be able to provide browser-based mapping capabilities to identify the incident location on a map and display the map on a selected display device in the fire station
- Backup power (UPS) must be available as an option for all system fire station equipment. The switchover to backup power must be instantaneous, automatic and without loss of data or communications.
- System must be able to offer zoned alerting that is programmable to allow various alerting configurations based upon time of day
- System must be able to allow multiple stations and zones to be alerted with a single notification message
- System must be able to provide ramped audio designed to "soften" the waking experience of station personnel during an alarm dispatch
- System must be able to use multi-colored visual indicators specific to responding apparatus
- System must offer a form of night vision lighting as an option
- System must offer a fire station turn-out timer as an option
- System must be able to open apparatus bay doors, shut down appliances, control lighting

EXHIBIT "B"

and operate other sensory devices

- System must be able to provide a dispatch printout with the same information that is announced upon receipt of a CAD dispatch announcement
- System must be able to allow fire station personnel to manually acknowledge that a notification was received
- System must be able to allow fire station personnel to use an emergency crew alert button by front door to alert crew to walk in emergencies
- System must be able to conduct a test of the equipment at a fire station through the use of a push button or similar device. When this button is activated a test automated dispatch will occur over the fire station's speaker system

Warranty and Maintenance Requirements

- Proposer must provide technical support on a 24/7/365 basis
- Proposer must provide both remote and on-site support, depending on the customer's requirement
- Proposer must have the capability to provide technical support remotely to the system via a VPN or similar connection
- System must be able to automatically detect when a critical event or failure occurs within the system and automatically alert support personnel using all or a combination of the following methods; visually, audibly, email, pager or phone call
- System must be able to push all software updates from a central location to all or selected fire stations without requiring visits to individual fire stations to install the updates

Pricing

Equipment/Hardware

Based on the categories below, identify the system equipment and hardware device options available with the proposed system and include a part number for each item. Provide a Unit Price for each item and identify the percent discount off list price that the Proposer will offer through this Contract.

Dispatch Center Equipment

<u>Item & Part #</u>	<u>Unit Price</u>	<u>% Discount</u>
Item 1 _____	_____	
Item 2 _____	_____	
Item 3 _____	_____	
Item 4 _____	_____	
Item 5 _____	_____	

EXHIBIT "B"

Fire Station Equipment

Item & Part #	Unit Price	% Discount
Item 1 _____	_____	
Item 2 _____	_____	
Item 3 _____	_____	
Item 4 _____	_____	
Item 5 _____	_____	

Etc.

Labor/Services

Provide an hourly labor rate for each of the labor categories below that are applicable to the Proposer. Indicate the percent discount off list price the Proposer will offer through this Contract.

Project Management

Program Manager	_____	_____
Project Manager	_____	_____

Engineering

Network Engineer I	_____	_____
Network Engineer II	_____	_____
Network Engineer III	_____	_____
Network Engineer IV	_____	_____
Quality Assurance Engineer I	_____	_____
Quality Assurance Engineer II	_____	_____
Quality Assurance Engineer III	_____	_____
Quality Assurance Engineer IV	_____	_____
Software Engineer I	_____	_____
Software Engineer II	_____	_____
Software Engineer III	_____	_____

EXHIBIT "B"

Software Engineer IV _____

System Engineer/Architect I _____

System Engineer/Architect II _____

System Engineer/Architect III _____

System Engineer/Architect IV _____

Installation

Installation Technician I _____

Installation Technician II _____

Installation Technician III _____

Installation Supervisor I _____

Installation Supervisor II _____

Support Services

Database Administrator I _____

Database Administrator II _____

Database Administrator III _____

Field Support Specialist I _____

Field Support Specialist II _____

Field Support Specialist III _____

Field Support Supervisor I _____

Field Support Supervisor II _____

Hardware Support Specialist I _____

Hardware Support Specialist II _____

Hardware Support Specialist III _____

System Administrator I _____

System Administrator II _____

EXHIBIT "B"

System Administrator III _____

System Support Specialist I _____

System Support Specialist II _____

System Support Specialist III _____

System Support Specialist IV _____

Training Specialist I _____

Training Specialist II _____

Training Specialist III _____

EXHIBIT "B"
ATTACHMENT D
PRICING SCHEDULE

PRODUCT CATEGORIES:

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

STATION ALERTING PRICING SCHEDULE	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Dispatch Center Equipment - Item 1 - Item 2 - Item 3 etc.	
Fire Station Equipment - Item 1 - Item 2 - Item 3	
Labor Services - Project Management - Engineering Services - Installation - Support Services	
Maintenance Services	
Other	

* Identify source of list price and publication date or expiration date.

Pricing and resulting relative discount to PPA and NPP membership shall be clearly delineated on each proposal. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

EXHIBIT "B"
ATTACHMENT E
PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposers response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
Deemed Fully Responsive	YES	NO
Categorized as Local or National	Local	National

EXHIBIT "B"
Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- 5- Excellent – Substantially exceeds requirements
- 4-Very Good- Meet all requirements
- 3- Good – Meets most requirements
- 2- Satisfactory – Minimally meets requirements
- 1- Unsatisfactory – Requirements essentially not met
- 0- No Response provided

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing:</u> Product price analysis and discounts proposed including favorable pricing for cooperative purchasing.	20			Comments:
<u>Product Line:</u> Product line offered in indicated coverage area, considering geographic distribution limitations, warranties, any sub-proposers and coordination of manufacturer and distribution in response.	25			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	10			Comments:

EXHIBIT "B"

<p><u>Marketing:</u> The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.</p>	20			Comments:
<p><u>Customer Service:</u> Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines.</p>	5			Comments
<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities and staff availability. <i>*Note Exhibit 1 from PPW</i></p>	10			Comments:
<p><u>Proven Experience & References:</u> Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.</p>	10			Comments:
<p><u>TOTAL</u></p>	100			General Comments:

Name of Evaluator _____

Date _____

Signature _____

EXHIBIT "B"
ATTACHMENT F

ORS CHAPTERS 279 (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*)
- (8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contractor either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.

EXHIBIT "B"
ATTACHMENT C
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State **AGREES** to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

*Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are **EXCLUDED** from the contract(s) resulting from this solicitation:*

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

EXHIBIT "B"
Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY
COMMUNITY AND TECHNICAL COLLEGES:
BATES Technical College
BELLEVUE Community College
BELLINGHAM Technical College
BIG BEND Community College
CASCADE Community College
CASCADIA College
CENTRALIA College
CLARK College
CLOVER PARK Technical College
COLUMBIA BASIN College
EDMONDS Community College
EVERETT Community College

GRAYS HARBOR College
GREEN RIVER Community College
HIGHLINE Community College
LAKE WASHINGTON Technical College
LOWER COLUMBIA College
OLYMPIC College
PENINSULA College
PIERCE College
RENTON Technical College
SEATTLE CENTRAL Community Colleges
SHORELINE Community College
SKAGIT Valley College
SOUTH PUGET SOUND Community College
SPOKANE Community Colleges
STATE BOARD for Technical & Community
Colleges
WENATCHEE Valley College
YAKIMA Valley Community College
WHATCOM Community College

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN
WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT

BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY

EXHIBIT "B"

CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD
FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST

GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLUCKITAT COUNTY
KLUCKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY

EXHIBIT "B"

LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL
AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201

EXHIBIT "B"

SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES

WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC
WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

EXHIBIT "B"
ATTACHMENT H
LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappoose	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

EXHIBIT "B"

Idaho's Incorporated Cities

Aberdeen	Donnelly	Horseshoe Bend	Moscow	Shelley
Acequia	Dover	Idaho City	Mountain Home	Shoshone
Albion	Downey	Idaho Falls	Murray	Soda Springs
American Falls	Driggs	Island Park	Nampa	Spirit Lake
Ammon	Eagle	Jerome	New Meadows	St. Anthony
Arco	Elk City	Juliaetta	New Plymouth	St. Maries
Ashton	Emmett	Kamiah	Nezperce	Stanley
Bancroft	Fairfield	Kellogg	Orofino	Star
Bellevue	Franklin	Ketchum	Parma	Stites
Boise	Fruitland	Kimberly	Payette	Sugar City
Bonnars Ferry	Garden City	Kooskia	Pierce	Sun Valley
Buhl	Garden Valley	Kuna	Pocatello	Tetonia
Burley	Genesee	Lava Hot Springs	Post Falls	Troy
Caldwell	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Cambridge	Gooding	MacKay	Preston	Victor
Carey	Grandjean	Malad	Priest River	Wallace
Cascade	Grace	Malta	Rathdrum	Wardner
Challis	Grangeville	Marsing	Rexburg	Weippe
Chubbuck	Hailey	McCall	Richfield	Weiser
Coeur d' Alene	Harrison	McCammon	Rigby	Wendell
Cottonwood	Hauser	Melba	Riggins	Whitebird
Council	Hayden	Meridian	Rupert	
Dalton Gardens	Heyburn	Middleton	Salmon	
Dietrich	Hidden Springs	Montpelier	Sandpoint	

This is not a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

All other Idaho local government units shall be incorporated by this reference.

EXHIBIT "C"

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

City of Round Rock, Texas
Round Rock Fire Department

Project:

Fire Station Alerting System
1 Dispatch Location / 8 Station Locations

Proposal number:

RRT006

[Pricing per NPPGov Contract, Membership # 034827]

Revision #

1

Quote Date:

23-May-2016

Quote Expires:

19-Nov-2016

FOR FINAL INSTALLATION CONTACT:

Custom Systems Design, Inc.

George Vigue / george@csdisa.com / (210) 363-6800

By:

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

EXHIBIT "C"

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 5/23/16
 Expires: 11/19/16

Quote SUBMITTED TO:
 City of Round Rock, Texas
 Fire Station Alerting System

REF PROPOSAL	Dispatch-Level Equipment/Services
RRT006 v1	

DISPATCH CENTER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	NPPGov Unit	NPPGov Ext	
COMMUNICATIONS GATEWAY EQUIPMENT									
1	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@2RU each	G2-GW	\$ 9,250.00	\$ 8,325.00	\$ 8,325.00	
2	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi)	GaRi	\$ 1,885.00	\$ 1,696.50	\$ 1,696.50	
3	Kit	USDD	0	G2 HDTV Remote module	TVR	\$ 875.00	\$ 787.50	\$ -	
4	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 520.00	\$ 468.00	\$ -	
COMMUNICATIONS GATEWAY INTERFACES									
5	LOT	USDD	1	Radio System Interface (MCC7500)	RSI	\$ 13,650.00	\$ 12,285.00	\$ 12,285.00	
6	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	
7	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
8	LOT	CAD	1	CAD Interface - Sungard OSSI (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CAD-I	\$ 10,890.00	\$ 9,801.00	\$ 9,801.00	
COMMUNICATIONS GATEWAY SERVICES									
9	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 280.00	\$ 252.00	\$ 12,600.00	
10	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 5,825.00	\$ 5,242.50	\$ 5,242.50	
11	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 642.15	\$ 577.94	\$ 577.94	
12	LOT	USDD	1	Training - System Administrator	TRA-SA	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00	
13	LOT	USDD	1	Training - Dispatch Operator	TRA-DO	\$ 2,400.00	\$ 2,160.00	\$ 2,160.00	
14	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	
15	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	

DISPATCH CENTER SUBTOTAL \$ 54,847.94

EXHIBIT "C"

All COM GATEWAY / Equipment and Services / Running Total: \$54,847.94
All COM GATEWAY / Shipping Total / Running Total: \$219.00

GRAND TOTAL / DISPATCH-LEVEL: \$55,066.94

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).

EXHIBIT "C"

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-531-8733 tel 480-290-7892 fax

QUOTE

DATE: 5/23/16
 Expires: 11/19/16

Quote SUBMITTED TO:
 City of Round Rock, Texas
 Fire Station Alerting System

REF PROPOSAL
RRT006 v1 Station-Level Equipment/Services

STATION 01								
Central Station - Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.RRFD.ALL.2016.04.04.pdf								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	NPPGov Unit	NPPGov Ext

STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ 467.00	\$ 420.30	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ 467.00	\$ 420.30	\$ -

STATION PERIPHERAL OPTIONS

8	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
9	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
10	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
12	Ea	USDD	3	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 3,150.90
13	Ea	USDD	2	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 1,049.40
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 722.00	\$ 649.80	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ 883.00	\$ 794.70	\$ -
16	Ea	USDD	3	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 360.00	\$ 324.00	\$ 2,592.00
17	Ea	USDD	2	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 108.00
18	Ea	USDD	1	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 24.30
19	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 90.00
25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
27	Ea	Bogn	6	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,512.00
28	Ea	Bogn	27	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 1,773.90

EXHIBIT "C"

29	Ea	Bogn	0	Speaker - Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
30	Ea	USDD	6	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 1,603.80
31	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -
32	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
33	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
34	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -

STATION-LEVEL SERVICES

35	Ea	USDD	1	Station Installation	ST-INST	\$ 11,365.86	\$ 10,229.28	\$ 10,229.28
36	Ea	USDD	0	Station Remediation (N/A)	ST-INST	\$ -	\$ -	\$ -
37	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	\$ -
38	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,275.26	\$ 1,147.74	\$ 1,147.74
39	Ea	USDD	1	Station Project Management	ST-PM	\$ 478.22	\$ 430.40	\$ 430.40
40	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 318.82	\$ 286.93	\$ 286.93
41	Ea	USDD	1	Station Documentation	ST-DM	\$ 47.82	\$ 43.04	\$ 43.04
42	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -
43	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -
44	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -
45	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -

STATION 01	Individual Station Equipment & Services Subtotal	\$ 44,853.29
	Individual Station Shipping	\$ 1,466.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 46,319.29

EXHIBIT "C"

REF PROPOSAL
RRT006 v1

Station-Level Equipment/Services

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.RRFD.ALL.2016.04.04.pdf

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext
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STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ 467.00	\$ 420.30	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ 467.00	\$ 420.30	\$ -

STATION PERIPHERAL OPTIONS

8	Ea	USDD	1	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ 1,647.00
9	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
10	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
12	Ea	USDD	1	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 1,050.30
13	Ea	USDD	1	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 524.70
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 722.00	\$ 649.80	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ 883.00	\$ 794.70	\$ -
16	Ea	USDD	3	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 360.00	\$ 324.00	\$ 972.00
17	Ea	USDD	2	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 108.00
18	Ea	USDD	1	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 24.30
19	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 90.00
25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
27	Ea	Bogn	5	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,260.00
28	Ea	Bogn	12	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 788.40
29	Ea	Bogn	0	Speaker - Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
30	Ea	USDD	12	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 3,207.60
31	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -
32	Ea	TIC	1	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ 47.70
33	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
34	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -

STATION-LEVEL SERVICES

35	Ea	USDD	1	Station Installation	ST-INST	\$ 8,554.57	\$ 7,699.11	\$ 7,699.11
36	Ea	USDD	0	Station Remediation (N/A)	ST-INST	\$ -	\$ -	\$ -
37	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	\$ -
38	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,484.87	\$ 1,336.38	\$ 1,336.38

EXHIBIT "C"

39	Ea	USDD	1	Station Project Management	ST-PM	\$ 445.46	\$ 400.91	\$ 400.91	
40	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 296.97	\$ 267.28	\$ 267.28	
41	Ea	USDD	1	Station Documentation	ST-DM	\$ 44.55	\$ 40.09	\$ 40.09	
42	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
43	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -	
44	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -	
45	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION 02	Individual Station Equipment & Services Subtotal	\$ 40,275.37
	Individual Station Shipping	\$ 1,137.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 41,412.37

EXHIBIT "C"

REF. PROPOSAL
RRT006 v1

Station-Level Equipment/Services

STATION 03								
Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.RRFD.ALL.2016.04.04.pdf								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext

STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ 467.00	\$ 420.30	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ 467.00	\$ 420.30	\$ -

STATION PERIPHERAL OPTIONS

8	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
9	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
10	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
12	Ea	USDD	2	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 2,100.60
13	Ea	USDD	1	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 524.70
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 722.00	\$ 649.80	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ 883.00	\$ 794.70	\$ -
16	Ea	USDD	5	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 360.00	\$ 324.00	\$ 1,620.00
17	Ea	USDD	2	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 108.00
18	Ea	USDD	1	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 24.30
19	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ -
25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
27	Ea	Bogn	5	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,260.00
28	Ea	Bogn	11	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 722.70
29	Ea	Bogn	0	Speaker - Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
30	Ea	USDD	5	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 1,336.50
31	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -
32	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
33	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
34	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -

STATION-LEVEL SERVICES

35	Ea	USDD	1	Station Installation	ST-INST	\$ 7,002.25	\$ 6,302.03	\$ 6,302.03
36	Ea	USDD	0	Station Remediation (N/A)	ST-INST	\$ -	\$ -	\$ -
37	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	\$ -
38	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,383.71	\$ 1,245.33	\$ 1,245.33

EXHIBIT "C"

39	Ea	USDD	1	Station Project Management	ST-PM	\$ 415.11	\$ 373.60	\$ 373.60	
40	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 276.74	\$ 249.07	\$ 249.07	
41	Ea	USDD	1	Station Documentation	ST-DM	\$ 41.51	\$ 37.36	\$ 37.36	
42	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
43	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -	
44	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -	
45	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION 03	Individual Station Equipment & Services Subtotal	\$ 36,715.79
	Individual Station Shipping	\$ 995.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 37,710.79

EXHIBIT "C"

REF PROPOSAL
RRT006 v1

Station-Level Equipment/Services

[NEW/FUTURE] STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.TX_RRFD.FS04.2016.04.04.pdf

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext
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STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ -	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ 467.00	\$ 420.30	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ 467.00	\$ 420.30	\$ -

STATION PERIPHERAL OPTIONS

8	Ea	USDD	2	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ 3,294.00
9	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
10	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
12	Ea	USDD	3	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 3,150.90
13	Ea	USDD	2	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 1,049.40
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 722.00	\$ 649.80	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ 883.00	\$ 794.70	\$ -
16	Ea	USDD	9	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 360.00	\$ 324.00	\$ 2,916.00
17	Ea	USDD	4	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 216.00
18	Ea	USDD	2	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 48.60
19	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 90.00
25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
27	Ea	Bogn	7	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,764.00
28	Ea	Bogn	15	Speaker - Standard, Flush Mount, 70v (\$86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 985.50
29	Ea	Bogn	0	Speaker - Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
30	Ea	USDD	17	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 4,544.10
31	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -
32	Ea	TIC	2	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ 95.40
33	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
34	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -

STATION-LEVEL SERVICES

35	Ea	USDD	1	Station Installation	ST-INST	\$ 12,417.04	\$ 11,175.34	\$ 11,175.34
36	Ea	USDD	0	Station Remediation (N/A)	ST-INST	\$ -	\$ -	\$ -
37	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	\$ -
38	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,375.47	\$ 1,237.92	\$ 1,237.92

EXHIBIT "C"

39	Ea	USDD	1	Station Project Management	ST-PM	\$ 412.64	\$ 371.38	\$ 371.38
40	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 275.09	\$ 247.58	\$ 247.58
41	Ea	USDD	1	Station Documentation	ST-DM	\$ 41.26	\$ 37.13	\$ 37.13
42	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -
43	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -
44	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -
45	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -

[NEW/FUTURE] STATION 04	Individual Station Equipment & Services Subtotal	\$ 52,293.15
	Individual Station Shipping	\$ 1,608.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 53,901.15

EXHIBIT "C"

REF PROPOSAL
RRT006 v1

Station-Level Equipment/Services

STATION 05

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.RRFD.ALL.2016.04.04.pdf

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext
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STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ 467.00	\$ 420.30	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	PIB-LAN-KIT	\$ 467.00	\$ 420.30	\$ -

STATION PERIPHERAL OPTIONS

8	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
9	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
10	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
12	Ea	USDD	1	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 1,050.30
13	Ea	USDD	2	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 1,049.40
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 722.00	\$ 649.80	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ 883.00	\$ 794.70	\$ -
16	Ea	USDD	4	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 360.00	\$ 324.00	\$ 1,296.00
17	Ea	USDD	2	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 108.00
18	Ea	USDD	1	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 24.30
19	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 90.00
25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
27	Ea	Bogn	5	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,260.00
28	Ea	Bogn	13	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 854.10
29	Ea	Bogn	0	Speaker - Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
30	Ea	USDD	6	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 1,603.80
31	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -
32	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
33	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
34	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -

STATION-LEVEL SERVICES

35	Ea	USDD	1	Station Installation	ST-INST	\$ 8,273.44	\$ 7,446.10	\$ 7,446.10
36	Ea	USDD	0	Station Remediation (N/A)	ST-INST	\$ -	\$ -	\$ -
37	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	\$ -
38	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,365.66	\$ 1,229.09	\$ 1,229.09

EXHIBIT "C"

39	Ea	USDD	1	Station Project Management	ST-PM	\$ 409.70	\$ 368.73	\$ 368.73	
40	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 273.13	\$ 245.82	\$ 245.82	
41	Ea	USDD	1	Station Documentation	ST-DM	\$ 40.97	\$ 36.87	\$ 36.87	
42	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
43	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -	
44	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -	
45	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION 05	Individual Station Equipment & Services Subtotal	\$ 37,474.11
	Individual Station Shipping	\$ 1,046.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 38,520.11

EXHIBIT "C"

REF PROPOSAL
RRT006 v1

Station-Level Equipment/Services

STATION 06								
Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.RRFD.ALL.2016.04.04.pdf								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext

STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ 467.00	\$ 420.30	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ 467.00	\$ 420.30	\$ -

STATION PERIPHERAL OPTIONS

8	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
9	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
10	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
12	Ea	USDD	1	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 1,050.30
13	Ea	USDD	1	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 524.70
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 722.00	\$ 649.80	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ 883.00	\$ 794.70	\$ -
16	Ea	USDD	4	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 360.00	\$ 324.00	\$ 1,296.00
17	Ea	USDD	2	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 108.00
18	Ea	USDD	1	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 24.30
19	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 90.00
25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
27	Ea	Bogn	6	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,512.00
28	Ea	Bogn	16	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 1,051.20
29	Ea	Bogn	0	Speaker - Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
30	Ea	USDD	8	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 2,138.40
31	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -
32	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
33	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
34	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -

STATION-LEVEL SERVICES

35	Ea	USDD	1	Station Installation	ST-INST	\$ 8,970.15	\$ 8,073.14	\$ 8,073.14
36	Ea	USDD	0	Station Remediation (N/A)	ST-INST	\$ -	\$ -	\$ -
37	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	\$ -
38	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,388.61	\$ 1,249.75	\$ 1,249.75

EXHIBIT "C"

39	Ea	USDD	1	Station Project Management	ST-PM	\$ 416.58	\$ 374.92	\$ 374.92	
40	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 277.72	\$ 249.95	\$ 249.95	
41	Ea	USDD	1	Station Documentation	ST-DM	\$ 41.66	\$ 37.49	\$ 37.49	
42	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
43	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -	
44	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -	
45	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION 06	Individual Station Equipment & Services Subtotal	\$ 38,591.75
	Individual Station Shipping	\$ 1,146.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 39,737.75

EXHIBIT "C"

REF PROPOSAL
RRT006 v1

Station-Level Equipment/Services

STATION 07								
Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.RRFD.ALL.2016.04.04.pdf								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext

STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ 467.00	\$ 420.30	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ 467.00	\$ 420.30	\$ -

STATION PERIPHERAL OPTIONS

8	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
9	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
10	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
12	Ea	USDD	1	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 1,050.30
13	Ea	USDD	0	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ -
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 722.00	\$ 649.80	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ 883.00	\$ 794.70	\$ -
16	Ea	USDD	3	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 360.00	\$ 324.00	\$ 972.00
17	Ea	USDD	2	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 108.00
18	Ea	USDD	1	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 24.30
19	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 90.00
25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
27	Ea	Bogn	4	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,008.00
28	Ea	Bogn	8	Speaker - Standard, Flush Mount, 70v (586)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 525.60
29	Ea	Bogn	0	Speaker - Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
30	Ea	USDD	7	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 1,871.10
31	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -
32	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -
33	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
34	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -

STATION-LEVEL SERVICES

35	Ea	USDD	1	Station Installation	ST-INST	\$ 7,344.50	\$ 6,610.05	\$ 6,610.05
36	Ea	USDD	0	Station Remediation (N/A)	ST-INST	\$ -	\$ -	\$ -
37	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	\$ -
38	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,281.33	\$ 1,153.20	\$ 1,153.20

EXHIBIT "C"

39	Ea	USDD	1	Station Project Management	ST-PM	\$ 384.40	\$ 345.96	\$ 345.96	
40	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 256.27	\$ 230.64	\$ 230.64	
41	Ea	USDD	1	Station Documentation	ST-DM	\$ 38.44	\$ 34.60	\$ 34.60	
42	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
43	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -	
44	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -	
45	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION 07	Individual Station Equipment & Services Subtotal	\$ 34,835.34
	Individual Station Shipping	\$ 886.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 35,721.34

EXHIBIT "C"

REF PROPOSAL
RRT006 v1

Station-Level Equipment/Services

STATION 08								
Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.RRFD.ALL.2016.04.04.pdf								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	USDD Direct Unit	USDD Direct Ext

STATION LICENSES

L1	Ea	USDD	1	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 927.00	\$ 834.30	\$ 834.30
L2	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-DL	\$ -	\$ -	\$ -

PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
3	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ 467.00	\$ 420.30	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ 467.00	\$ 420.30	\$ -

STATION PERIPHERAL OPTIONS

8	Ea	USDD	2	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ 3,294.00
9	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 41.40	\$ -
10	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ 86.00	\$ 77.40	\$ -
12	Ea	USDD	3	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 1,050.30	\$ 3,150.90
13	Ea	USDD	2	G2 SIGN REMOTE Module	SR	\$ 583.00	\$ 524.70	\$ 1,049.40
14	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 722.00	\$ 649.80	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ 883.00	\$ 794.70	\$ -
16	Ea	USDD	9	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 360.00	\$ 324.00	\$ 2,916.00
17	Ea	USDD	4	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ 216.00
18	Ea	USDD	2	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ 48.60
19	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60
20	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ 2,065.00	\$ 1,858.50	\$ -
21	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
22	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ -
23	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -
24	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 90.00
25	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ -
26	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30
27	Ea	Bogn	7	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,764.00
28	Ea	Bogn	15	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 985.50
29	Ea	Bogn	0	Speaker - Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -
30	Ea	USDD	15	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 4,009.50
31	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -
32	Ea	TIC	2	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ 95.40
33	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70
34	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ 2,765.00	\$ 2,488.50	\$ -

STATION-LEVEL SERVICES

35	Ea	USDD	1	Station Installation	ST-INST	\$ 11,598.10	\$ 10,438.29	\$ 10,438.29
36	Ea	USDD	0	Station Remediation (N/A)	ST-INST	\$ -	\$ -	\$ -
37	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	\$ -
38	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,703.47	\$ 1,533.12	\$ 1,533.12

EXHIBIT "C"

39	Ea	USDD	1	Station Project Management	ST-PM	\$ 567.82	\$ 511.04	\$ 511.04	
40	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 378.55	\$ 340.69	\$ 340.69	
41	Ea	USDD	1	Station Documentation	ST-DM	\$ 56.78	\$ 51.10	\$ 51.10	
42	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
43	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	\$ -	
44	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	\$ -	
45	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION 08	Individual Station Equipment & Services Subtotal	\$ 51,563.45
	Individual Station Shipping	\$ 1,568.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 53,131.45

EXHIBIT "C"

ALL STATIONS / System & Services / Running Total :	\$336,602.26
All Stations / Shipping / Running Total :	\$9,852.00
Grand Total / Station-Level :	\$346,454.26

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 Subcontractors 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-furnished (3rd-Party) system or component we are required to integrate with.

EXHIBIT "C"

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

DATE: 5/23/16
 Expires: 11/19/16

Quote SUBMITTED TO:
 City of Round Rock, Texas
 Fire Station Alerting System

REF PROPOSAL
RRT006 v1

Mobile-Level Equipment/Services

G2 MOBILE FSAS APP

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). If more than x24 Device Licenses per ATX are needed, or if the warranty or recurring annual support coverage have lapsed, than additional costs (below) would need to be assumed by the customer.

Number of G2 Mobile FSAS App Device Licenses (Users) Requested:	192
Number of Stations (Structures/Locations) within the agency to be Alerted:	8
Number of Stations (Structures/Locations) to have ATX Station Controller Installed:	8
Number of Additional Licenses Needed (or surplus licenses available)	0

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	NPPGov Unit	NPPGov Ext
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APP DEVICE LICENSES - REQUESTED

1	Ea/Yr	USDD	192	G2 MOBILE FSAS APP - Single Device License. Per Year Cost.	G2-APP-DL	\$ 480.00	\$ 432.00	\$ 82,944.00
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APP DEVICE LICENSES - INCLUDED (x24 per ATX while under Warranty/Support)

1	Ea/Yr	USDD	192	G2 MOBILE FSAS APP CREDIT - Single Device License.	G2-APP-CR	\$ (480.00)	\$ (432.00)	\$ (82,944.00)
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APP DEVICE LICENSES - ADDITIONAL NEEDED (Yearly)

1	Ea/Yr	USDD	0	Device Licenses, 1-100 (\$50/mo. ea.)	APP-DL-100	\$ 600.00	\$ 540.00	\$ -
2	Ea/Yr	USDD	0	Device Licenses, 101-500 (\$40/mo. ea.)	APP-DL-500	\$ 480.00	\$ 432.00	\$ -
3	Ea/Yr	USDD	0	Device Licenses, 501-2,500 (\$25/mo. ea.)	APP-DL-2500	\$ 300.00	\$ 270.00	\$ -
4	Ea/Yr	USDD	0	Device Licenses, 2,501-12,500 (\$10/mo. ea.)	APP-DL-12500	\$ 120.00	\$ 108.00	\$ -
5	Ea/Yr	USDD	0	Device Licenses, 12,501-62,500 (\$5/mo. ea.)	APP-DL-62500	\$ 60.00	\$ 54.00	\$ -
6	Ea/Yr	USDD	0	Device Licenses, 62,500+ (\$2/mo. ea.)	APP-DL-62500+	\$ 24.00	\$ 21.60	\$ -

G2 MOBILE FSAS APP YEARLY TOTAL \$ -

NUMBER OF YEARS ELECTED FOR THIS LICENSE GROUP: 1

G2 MOBILE FSAS APP SUBTOTAL \$ -

EXHIBIT "C"

Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System. 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.

EXHIBIT "C"

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-87335 tel 480-290-7892 fax

QUOTE

DATE: 5/23/16
 Expires: 11/19/16

Quote SUBMITTED TO:
 City of Round Rock, Texas
 Fire Station Alerting System

REF PROPOSAL
RRT006 v1

Recurring Annual Support Options

Customer must elect to choose any coverage required beyond 1st Year of Standard Warranty

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	NPPGov Unit	NPPGov Ext
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STANDARD Annual Support Options								
1	LOT	USDD	1	[STANDARD] 1st YEAR SUPPORT Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 28,415.70	\$ 25,574.13	No Charge - Included in Purchase
2	LOT	USDD	0	[STANDARD] ADDITIONAL / RECURRING ANNUAL SUPPORT OPTION (PER YEAR) Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-AYR-STD	\$ 28,415.70	\$ 25,574.13	\$ -

SUPPORT OPTIONS TOTAL:

\$ -

Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

EXHIBIT "C"

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 5/23/16
Expires: 11/19/16

Quote SUBMITTED TO:
City of Round Rock, Texas
Fire Station Alerting System

REF PROPOSAL

RRT006 v1

Section Totals

(unless otherwise noted, all prices are \$US)

Dispatch-Level FSAS Subtotal (x1 Dispatch Location)	\$	55,066.94
Station-Level FSAS Subtotal (x8 Station Locations)	\$	346,454.26
Mobile-Level FSAS APP Subtotal (see 'Mobile' section for more detail)	\$	-
Support-Level FSAS Subtotal (TBD By Customer)	\$	-
NPPGov Pricing Total	\$	401,521.19

USDD G2 Mobile FSA App:

USDD has developed the new Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. 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.

EXHIBIT "D"

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 Round Rock, Texas
Round Rock Fire Department
Attn: Angelo Luna, Administrative Manager
Round Rock, Texas 78665
Telephone: (512) 218-6625

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 enter into an Agreement for Purchase of Fire Station Alerting System ("Purchase Agreement") with USDD for the acquisition of USDD Products and Services under the terms of the MPA.

EXHIBIT "D"

- 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. "GaRI 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, provided however, 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,

EXHIBIT "D"

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 A**.
- 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 C**.
- l. "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 "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).
- p. "VoiceAlert Radio" means the Software that controls the GaRI Audio Interface and functionality of the optional radio alert system.
- q. "Warranty" means the New System Warranty attached as Exhibit D.

EXHIBIT "D"

- r. 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 final execution of the Purchase Agreement and 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 Purchase Agreement, 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.** All Products and Services identified in the Quote are being purchased by End User through the MPA. Invoicing and payment shall be in accordance with the provisions of the Purchase Agreement.
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 (if applicable) 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.

EXHIBIT "D"

- 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

EXHIBIT "D"

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.
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.

EXHIBIT "D"

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. **Reserved.**
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 (or 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 "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;
 - c. For each "Communications Gateway" location, Customer shall:
 - i. Provide street address for each installation location of Communications Gateways;
 - ii. Provide rack or cabinet space of 2 RU or 4 RU for the installation of the Communications Gateway server pairs. Each Gateway pair is composed of two servers, each either 1 RU or 2 RU high. Customer will need to check Quote for the individual server type selected;
 - iii. Provide two or four 15A/120V AC outlets for Communications Gateways within 4' of Communications Gateway installation location, preferably on an UPS/generator powered circuit. 1U servers have one power supply for each server and 2U servers have two power supplies for each server;

EXHIBIT "D"

- 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. 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://fsa-mobile.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 Customer's CAD system, the Customer must contact the CAD vendor and schedule this work. USDD will work with the CAD vendor to implement and test the CAD interface. If USDD is required to interface to an existing CAD system for which USDD does not have an interface, the Customer is required to provide, or have the CAD vendor provide, documentation on the CAD vendor's interface. This information must be provided in a timely manner, or the System installation may be significantly delayed.
- 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 Customer's radio and data

EXHIBIT "D"

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 Customer purchases the VoiceAlert Radio connections option, for the Communications Gateway to radio system connection, Customer 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 Customer's voice radio. Note that Customer is responsible for connection of the GaRI Audio Interface to Customer's radio system. USDD will provide documentation and assistance.
- h. At each ATX or ATU Station Controller installation site, Customer 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;

EXHIBIT "D"

- viii. Provide dispatch radio for audio source for dispatch alerting, if necessary. Provide make and model of radio to be used, as well as any connector pinouts if USDD is responsible for connection per the Contract. Note, Customer is responsible for connection to Customer'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, Customer is responsible for connection to Customer Equipment unless otherwise specified in the Contract; and
 - x. Provide technical documentation of all existing equipment to which the Station Controller or Peripherals are to be interfaced. Note, Customer is responsible for connection to Customer Equipment unless otherwise specified in the Contract.
- i. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;
 - j. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on Customer's property;
 - 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;
 - l. 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, Customer Equipment, and installation site; and
17. **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.

EXHIBIT "D"

18. **Conflict.** If any provisions of the Purchase Agreement and this EUAA are in conflict, the provisions of the Purchase Agreement shall prevail.

City of Round Rock, Texas

US Digital Designs, Inc.:

By: _____
Name: _____
Its: _____
Date: _____

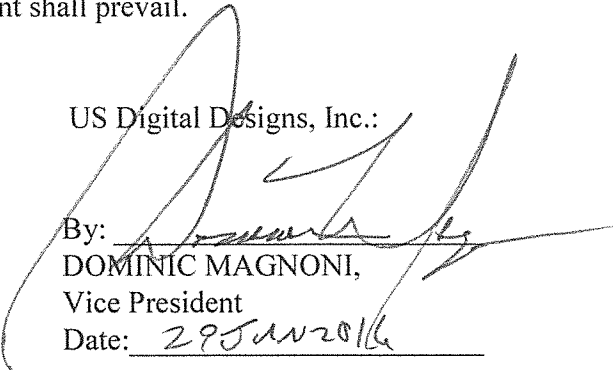
By: 
DOMINIC MAGNONI,
Vice President
Date: 29 Jan 2016

EXHIBIT "D"

EXHIBIT A

Quote

EXHIBIT "D"

EXHIBIT B

Scope of Work

EXHIBIT "D"

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 Round Rock, Texas
Round Rock Fire Department
Attn: Angelo Luna, Administrative Manager
Round Rock, Texas 78665
Telephone: (512) 218-6625

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;

EXHIBIT "D"

- b. "Application or App" shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. "Commencement Date" shall be _____ [For a new System, enter the date the Warranty Period ends – 18 months from execution of Purchase Agreement and EUAA];
- d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, 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

EXHIBIT "D"

“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.

EXHIBIT "D"

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 or other means for remote 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;

EXHIBIT "D"

- 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

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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.

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15. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Texas 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.

EXHIBIT "D"

City of Round Rock, Texas

US Digital Designs, Inc.:

By: _____
Name: _____
Its: _____
Date: _____

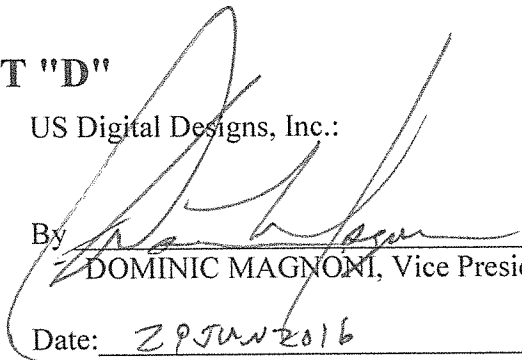
By: 
DOMINIC MAGNONI, Vice President
Date: 29 JUN 2016

EXHIBIT "D"

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 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

EXHIBIT "D"

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 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

EXHIBIT "D"

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 "D"