

## **PURCHASE PRICE AGREEMENT**

**THIS PURCHASE PRICE AGREEMENT** ("Agreement") is entered onto on the 19<sup>th</sup> day of February, 2019, by and between the Village of Oak Park ("Village"), an Illinois home rule Municipal Corporation, with offices at 123 Madison Street, Oak Park, Illinois 60302 and US Digital Designs, Inc., an Arizona corporation ("Contractor"), with offices at 1835 E. Sixth Street #27, Tempe, Arizona 85281.

### **1. Price**

Contractor is a supplier of Phoenix G2 Automated Fire Station Alerting Systems ("Equipment"). Contractor has provided the Village with 2019 prices for its Equipment as set forth in its Proposal dated January 31, 2019, attached hereto and incorporated herein by reference. The Village accepts the prices set forth in the attachment. The total amount of Equipment to be purchased pursuant to this Agreement shall not exceed \$92,472.99.

### **2. Tax Exempt**

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. The Contractor agrees that its invoices will not include any amount for such sales taxes or retailer's occupation taxes.

### **3. Payment**

The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

### **4. Term of Agreement**

This Agreement is valid for purchases of Equipment through March 2, 2019.

### **5. Governing Law and Venue**

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

6. Dispute Resolution

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

7. Binding Authority

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective party to the terms and conditions of this Agreement.

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

**VILLAGE OF OAK PARK**

\_\_\_\_\_  
Cara Pavlicek  
Village Manager

**US DIGITAL DESIGNS, INC.**

\_\_\_\_\_  
Print Name: Dominic Maguoni  
Title: VP

Dated: \_\_\_\_\_, 2019

Dated: 03 FEB, 2019

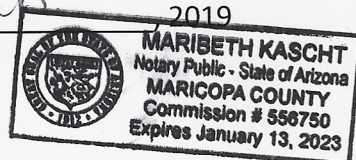
**ATTEST**

\_\_\_\_\_  
Vicki Scaman  
Village Clerk

**ATTEST**

\_\_\_\_\_  
Print Name: Maribeth Kascht  
Title: Notary Public

Dated: 03 Feb, 2019



# US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Village of Oak Park, Illinois  
Oak Park Fire Department

Project:

**G2 Fire Station Alerting System**  
**Three (3) Station Location Systems**

Proposal number:

IL\_OAKP004

Revision #

1

Quote Date:

**31-Jan-2019**

Quote Expires:

2-Mar-2019

FOR FINAL INSTALLATION CONTACT:

**No Installation Costs Provided or Assumed**

**Station Installations must be contracted separately with installer**

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

# US DIGITAL DESIGNS

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

## QUOTE

DATE: 1/31/19  
Expires: 3/2/19

Quote SUBMITTED TO:  
Village of Oak Park, Illinois  
G2 Fire Station Alerting System

### REF PROPOSAL

IL\_OAKP004 v1

### Station-Level Equipment/Services

## STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.IL\_OAKP.ALL.STATIONS.FSA.2017.07.25.pdf

### STATION LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
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	\$ -	\$ -	\$ -

### STATION CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
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
4	Kit	USDD	0	ATX CONTROLLER EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

### STATION PERIPHERAL COMPONENT OPTIONS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
7	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
8	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 46.00	\$ -
9	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
10	Ea	USDD	0	G2 ROOM REMOTE Module / 2016 version 2	RR2	\$ 1,830.00	\$ 1,647.00	\$ -
11	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR-AP	\$ 46.00	\$ 41.40	\$ -
12	Ea	USDD	0	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 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	\$ 875.00	\$ 787.50	\$ -
15	Ea	USDD	4	G2 MESSAGE SIGN, Digital LED (STANDARD GammaSign / 24" Active Screen Width)	MS-G-S	\$ 883.00	\$ 794.70	\$ 3,178.80
16	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (EXTENDED GammaSign / 36" Active Screen Width)	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -
17	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not	AP-S	\$ 38.00	\$ 34.20	\$ -
18	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount	AP-D	\$ 49.00	\$ 44.10	\$ 88.20
19	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -
20	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60
21	Ea	USDD	0	MESSAGE SIGN, Digital LED (BetaBrite - LEGACY Replacement 24" Screen Width)	MS-B	\$ 360.00	\$ 324.00	\$ -
22	Ea	USDD	0	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ -
23	Ea	USDD	0	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ -
24	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
25	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ 900.00
26	Ea	USDD	7	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ 4,000.50

27	Ea	USDD	3	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 270.00	
28	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ 90.00	
29	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
30	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
31	Ea	Bogn	1	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 252.00	
32	Ea	Bogn	0	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ -	
33	Ea	Bogn	0	Speaker - Standard, Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -	
34	Ea	USDD	6	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 1,603.80	
35	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -	
36	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
37	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
38	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	
39	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION-LEVEL SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
40	Ea	USDD	0	Station Installation (Installation costs cannot be included in FSASaaS -- to be contracted directly by Customer with a G2 Trained/Certified Contractor )	ST-INST	\$ -	\$ -	\$ -	
41	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
42	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,843.78	\$ 1,659.40	\$ 1,659.40	
43	Ea	USDD	1	Station Project Management	ST-PM	\$ 460.94	\$ 414.85	\$ 414.85	
44	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 307.30	\$ 276.57	\$ 276.57	
45	Ea	USDD	1	Station Documentation	ST-DM	\$ 46.09	\$ 41.48	\$ 41.48	
46	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
47	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	\$ -	\$ -	\$ -	
48	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ -	
49	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
50	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM: Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 3,156.39	\$ 2,840.75	4261.1265 but No Charge For Initial Warranty Period / Not Included in Subtotals	
51	LOT	USDD	0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM: Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,156.39	\$ 2,840.75	\$ -	

STATION 01		System Total:	\$ 33,956.20
		Shipping Total:	\$ 893.00
		Service & Support Total:	\$ -
		System Subtotal	\$ 34,849.20

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

Station System Installation Notes:	
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.	
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.	
03 - USDD can source, qualify, train and certify Local Licensed Regional 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.	

# US DIGITAL DESIGNS

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

## QUOTE

DATE: 1/31/19  
Expires: 3/2/19

Quote SUBMITTED TO:  
Village of Oak Park, Illinois  
G2 Fire Station Alerting System

### REF PROPOSAL

IL\_OAKP004 v1

### Station-Level Equipment/Services

## STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.IL\_OAKP.ALL.STATIONS.FSA.2017.07.25.pdf

### STATION LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
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	\$ -	\$ -	\$ -

### STATION CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
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
4	Kit	USDD	0	ATX CONTROLLER EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

### STATION PERIPHERAL COMPONENT OPTIONS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
7	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
8	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 46.00	\$ -
9	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
10	Ea	USDD	0	G2 ROOM REMOTE Module / 2016 version 2	RR2	\$ 1,830.00	\$ 1,647.00	\$ -
11	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR-AP	\$ 46.00	\$ 41.40	\$ -
12	Ea	USDD	0	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 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	\$ 875.00	\$ 787.50	\$ -
15	Ea	USDD	2	G2 MESSAGE SIGN, Digital LED (STANDARD GammaSign / 24" Active Screen Width)	MS-G-S	\$ 883.00	\$ 794.70	\$ 1,589.40
16	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (EXTENDED GammaSign / 36" Active Screen Width)	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -
17	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not	AP-S	\$ 38.00	\$ 34.20	\$ -
18	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount	AP-D	\$ 49.00	\$ 44.10	\$ 44.10
19	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -
20	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30
21	Ea	USDD	0	MESSAGE SIGN, Digital LED (BetaBrite - LEGACY Replacement 24" Screen Width)	MS-B	\$ 360.00	\$ 324.00	\$ -
22	Ea	USDD	0	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ -
23	Ea	USDD	0	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ -
24	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
25	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ 450.00
26	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ -



27	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 90.00	
28	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ 90.00	
29	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
30	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
31	Ea	Bogn	4	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,008.00	
32	Ea	Bogn	2	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ 131.40	
33	Ea	Bogn	0	Speaker - Standard, Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -	
34	Ea	USDD	4	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 1,069.20	
35	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -	
36	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
37	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
38	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	
39	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION-LEVEL SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
40	Ea	USDD	0	Station Installation (Installation costs cannot be included in FSASaaS -- to be contracted directly by Customer with a G2 Trained/Certified Contractor )	ST-INST	\$ -	\$ -	\$ -	
41	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
42	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,473.61	\$ 1,326.25	\$ 1,326.25	
43	Ea	USDD	1	Station Project Management	ST-PM	\$ 368.40	\$ 331.56	\$ 331.56	
44	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 245.60	\$ 221.04	\$ 221.04	
45	Ea	USDD	1	Station Documentation	ST-DM	\$ 36.84	\$ 33.16	\$ 33.16	
46	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
47	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	\$ -	\$ -	\$ -	
48	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ -	
49	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
50	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM: Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 2,539.44	\$ 2,285.50	3428.244 but No Charge For Initial Warranty Period / Not Included in Subtotals	
51	LOT	USDD	0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM: Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,539.44	\$ 2,285.50	\$ -	

STATION 02				System Total:	\$ 27,306.40
				Shipping Total:	\$ 695.00
				Service & Support Total:	\$ -
				System Subtotal	\$ 28,001.40

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



Station System Installation Notes:	
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.	
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.	
03 - USDD can source, qualify, train and certify Local Licensed Regional 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.	
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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.	
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# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27  
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## QUOTE

DATE: 1/31/19  
Expires: 3/2/19

Quote SUBMITTED TO:  
Village of Oak Park, Illinois  
G2 Fire Station Alerting System

### REF PROPOSAL

IL\_OAKP004 v1

### Station-Level Equipment/Services

## STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.IL\_OAKP.ALL.STATIONS.FSA.2017.07.25.pdf

### STATION LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
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	\$ -	\$ -	\$ -

### STATION CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
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
4	Kit	USDD	0	ATX CONTROLLER EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 6,660.00	\$ 5,994.00	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	\$ 54.00	\$ 48.60	\$ -
6	Kit	USDD	0	Base Plate	ATX-P	\$ 54.00	\$ 48.60	\$ -

### STATION PERIPHERAL COMPONENT OPTIONS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
7	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ 1,830.00	\$ 1,647.00	\$ -
8	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ 46.00	\$ 46.00	\$ -
9	Ea	USDD	0	RR Back-Straps, for solid-wall flush-mounting	RR-BS	\$ 27.00	\$ 24.30	\$ -
10	Ea	USDD	0	G2 ROOM REMOTE Module / 2016 version 2	RR2	\$ 1,830.00	\$ 1,647.00	\$ -
11	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR-AP	\$ 46.00	\$ 41.40	\$ -
12	Ea	USDD	0	G2 MESSAGE REMOTE Module	MR	\$ 1,167.00	\$ 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	\$ 875.00	\$ 787.50	\$ -
15	Ea	USDD	2	G2 MESSAGE SIGN, Digital LED (STANDARD GammaSign / 24" Active Screen Width)	MS-G-S	\$ 883.00	\$ 794.70	\$ 1,589.40
16	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (EXTENDED GammaSign / 36" Active Screen Width)	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -
17	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not	AP-S	\$ 38.00	\$ 34.20	\$ -
18	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount	AP-D	\$ 49.00	\$ 44.10	\$ 44.10
19	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -
20	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 258.30
21	Ea	USDD	0	MESSAGE SIGN, Digital LED (BetaBrite - LEGACY Replacement 24" Screen Width)	MS-B	\$ 360.00	\$ 324.00	\$ -
22	Ea	USDD	0	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 60.00	\$ 54.00	\$ -
23	Ea	USDD	0	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 27.00	\$ 24.30	\$ -
24	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ 1,165.00	\$ 1,048.50	\$ -
25	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 500.00	\$ 450.00	\$ 450.00
26	Ea	USDD	2	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ 635.00	\$ 571.50	\$ 1,143.00

27	Ea	USDD	3	Push Button, Standard (Black)	PB-B	\$ 100.00	\$ 90.00	\$ 270.00	
28	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 100.00	\$ 90.00	\$ 90.00	
29	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
30	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
31	Ea	Bogn	5	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 280.00	\$ 252.00	\$ 1,260.00	
32	Ea	Bogn	0	Speaker - Standard, Flush Mount, 70v (S86)	SPK-STD-FM	\$ 73.00	\$ 65.70	\$ -	
33	Ea	Bogn	0	Speaker - Standard, Surface Mount (MB), 70v	SPK-STD-SM	\$ 73.00	\$ 65.70	\$ -	
34	Ea	USDD	4	G2 LED SPEAKER - Flush Mount, 70v	SPK-LED-FM	\$ 297.00	\$ 267.30	\$ 1,069.20	
35	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 70v	SPK-LED-SM	\$ 297.00	\$ 267.30	\$ -	
36	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
37	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
38	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	
39	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION-LEVEL SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
40	Ea	USDD	0	Station Installation (Installation costs cannot be included in FSASaaS -- to be contracted directly by Customer with a G2 Trained/Certified Contractor )	ST-INST	\$ -	\$ -	\$ -	
41	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
42	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,560.22	\$ 1,404.20	\$ 1,404.20	
43	Ea	USDD	1	Station Project Management	ST-PM	\$ 390.06	\$ 351.05	\$ 351.05	
44	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 288.93	\$ 260.04	\$ 260.04	
45	Ea	USDD	1	Station Documentation	ST-DM	\$ 39.01	\$ 35.10	\$ 35.10	
46	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	\$ -	
47	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	\$ -	\$ -	\$ -	
48	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 4,325.00	\$ 3,892.50	\$ -	
49	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
50	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM: Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 2,683.80	\$ 2,415.42	3623.13 but No Charge For Initial Warranty Period / Not Included in Subtotals	
51	LOT	USDD	0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM: Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,683.80	\$ 2,415.42	\$ -	

STATION 03				System Total:	\$ 28,888.39
				Shipping Total:	\$ 734.00
				Service & Support Total:	\$ -
				System Subtotal	\$ 29,622.39

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

Station System Installation Notes:	
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.	
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.	
03 - USDD can source, qualify, train and certify Local Licensed Regional 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.	

# US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

## QUOTE

DATE: 1/31/19

Expires: 3/2/19

Quote SUBMITTED TO:

Village of Oak Park, Illinois

G2 Fire Station Alerting System

REF PROPOSAL

IL\_OAKP004 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:	72
Number of Stations (Structures/Locations) within the agency to be Alerted:	3
Number of Stations (Structures/Locations) to have ATX Station Controller Installed:	3
Number of Additional Licenses Needed (or surplus licenses available)	0

#### APP DEVICE LICENSES - REQUESTED

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	72	G2 MOBILE FSAS APP - Single Device License. Per Year Cost.	G2-APP-DL	\$ 600.00	\$ 60.00	\$ 4,320.00

#### APP DEVICE LICENSES - INCLUDED (x24 per ATX while under Warranty/Support)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	72	G2 MOBILE FSAS APP CREDIT - Single Device License.	G2-APP-CR	\$ (600.00)	\$ (60.00)	\$ (4,320.00)

#### APP DEVICE LICENSES - ADDITIONAL NEEDED (Yearly)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
1	Ea/Yr	USDD	0	Device Licenses, 1-100 (Yearly Cost)	APP-DL-100	\$ 600.00	\$ 60.00	\$ -
2	Ea/Yr	USDD	0	Device Licenses, 101-500 (Yearly Cost)	APP-DL-500	\$ 480.00	\$ 48.00	\$ -
3	Ea/Yr	USDD	0	Device Licenses, 501-2,500 (Yearly Cost)	APP-DL-2500	\$ 300.00	\$ 30.00	\$ -
4	Ea/Yr	USDD	0	Device Licenses, 2,501-12,500 (Yearly Cost)	APP-DL-12500	\$ 120.00	\$ 12.00	\$ -
5	Ea/Yr	USDD	0	Device Licenses, 12,501-62,500 (Yearly Cost)	APP-DL-62500	\$ 60.00	\$ 6.00	\$ -
6	Ea/Yr	USDD	0	Device Licenses, 62,500 + (Yearly Cost.)	APP-DL-62500+	\$ 24.00	\$ 2.40	\$ -

<b>G2 MOBILE FSAS APP</b>	<b>License Cost Subtotal: \$</b>	<b>-</b>
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(If no longer under Warranty or Elected Support) **Number of Years Purchasing for this License Group :** **1**

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

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

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

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### Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
Station-Level Equipment/Services Subtotal		\$ 92,472.99
Includes:	STATION 01	\$ 34,849.20
	STATION 01WARRANTY & SUPPORT	\$ -
Includes:	STATION 02	\$ 28,001.40
	STATION 02WARRANTY & SUPPORT	\$ -
Includes:	STATION 03	\$ 29,622.39
	STATION 03WARRANTY & SUPPORT	\$ -
Notes:	Customer contracting installation directly	\$ -
		\$ -
Mobile-Level FSAS App Subtotal		\$ -
Notes See Mobile section for more details		
US Digital Designs System Total		\$ 92,472.99



## STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein.

**7.1 PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product 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 Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

**7.2 CLAIMS.** Prior to making a Warranty claim, 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 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/>. 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.

**7.3 EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. 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.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
  - 9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
  - 9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:
    - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product 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;
    - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
    - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
    - 9.2.4 "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 under this Agreement.
10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.