

City of Piedmont
COUNCIL AGENDA REPORT

DATE: April 21, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of the Purchase of US Digital Design, Honeywell G2 Fire Station Alerting System and Associated Installation in the Amount of \$229,141.45 and Authorization of the City Administrator to Execute Related Agreements

RECOMMENDATION

Approve the purchase of one G2 Fire Station Alerting System and associated installation in the amount of \$229,141.45 and authorize the City Administrator to execute related agreements.

BACKGROUND

The Fire Department responds to over 1,000 calls per year. When a dispatcher answers a 9-1-1 or non-emergency call that requires a Fire Department response, the fire station is alerted via a radio connection and the call information is broadcast via a fire station alerting system. While the exact age of the existing system is not known, its components are documented for service dated 1971. Several speakers no longer work, and the system results in all radio traffic on fire channels being broadcast throughout the station.

The dispatch center relocation project was designed with the capacity to run connections from the location of the new physical space to the fire station. With the dispatch project progressing, and the design of the alerting system complete, the purchase of a new alerting system from Honeywell and installation by Tech Electric are well timed for integration.

FISCAL IMPACT

The Piedmont City Council authorized a budget of \$350,000 from the Facility Capital Fund in the FY 2024/2025 budget. In compliance with the City of Piedmont City Code Chapter 2 Article XV Purchasing, the Fire Department sourced the appropriate station alerting system through a “Cooperative Contract,” a contract already solicited and/or awarded by another public agency, often under the sponsorship of non-profit cooperative contract association. National Purchasing Partners (NPPGov), a State of Washington based national cooperative procurement organization, following a competitive bidding process, awarded contract #091521-NAF to US Digital Designs, Inc. on behalf of the League of Oregon Cities to provide a master price agreement for the G2 alerting system. This master price agreement has been amended 6 times since 2020 with updated pricing. This pricing was used by the Alameda County Fire Department in an ongoing project to

install the G2 system in all fire stations that are dispatched by the Alameda County Regional Emergency Communications Center (ACRECC).

This staff report and attachments have been reviewed by the City Attorney's Office.

By: David Brannigan, Fire Chief

ATTACHMENTS:

- A. US Digital Designs Piedmont Contractor-Consultant Agreement
- B. MPA 2020 LOC and US Digital Design - EXECUTED
- C. Amendment 6 MPA 2020 Honeywell EXECUTED
- D. LOC-Intergovernmental-Agreement (87)

CONTRACT

This Contract made _____ (“Effective Date”), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and Honeywell International Inc., through its US Digital Designs group, a stock corporation ("Independent Contractor").

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.
2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract (“Contract”).

3. Services

Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein

4. Compensation

- a. City will pay the Independent Contractor the sum of \$229,141.45 dollars for the services described in Section 3 above. Independent Contractor shall invoice City for all products delivered and all services provided to City on a monthly basis. All uncontested invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Independent Contractor. If City becomes overdue in any progress payment, Independent Contractor shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law.

5. Term

This contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate one year from the Effective Date.

6. Contractual Relationship

The parties intend that an independent contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that

Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities during the term of the Contract. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

To the fullest extent permitted by law, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all liability, claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation) ("Liability"), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Contract by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor.

For design professionals (as that term is defined by Civil Code § 2782.8) acting within the scope of their professional capacity, to the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnitees from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

Neither termination of this Contract nor completion of the services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion, and this section shall survive the termination of the Contract.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Independent Contractor shall furnish the City with original certificates and amendatory

endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Independent Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits.
4. Professional Liability (Errors & Omissions): As appropriate to Independent Contractor's services, and not less than \$2,000,000 per occurrence.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Independent Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Independent Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Independent Contractor's insurance coverage shall be primary insurance coverage (at least as broad as ISO CG 20 01 04 13) with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Independent Contractor's insurance and shall not contribute with it.

Independent Contractor hereby grants to City a waiver of any right to subrogation which

any insurer of said Independent Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Independent Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Independent Contractor shall require the insurer to provide City with 30-day prior notice of termination or material change in coverage and ten (10) days prior notice of cancellation for non-payment.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at Honeywell International Inc., through its US Digital Designs group, 1150 W. Grove Parkway, Tempe, Arizona 85283, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

- a. Either party may terminate this Contract for cause as follows:
 - (1) The party electing to terminate shall give the other party written notice of termination at least five (5) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).
 - (2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
 - (3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
 - (4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.
- b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Independent Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. Equal Opportunity

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender, age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. Compliance with Laws

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

19. Ownership of Documents

All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Independent Contractor, its officers, employees and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Independent Contractor for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Independent Contractor or to any other party. Independent Contractor shall, at Independent Contractor's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Independent Contractor are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City.

Notwithstanding the foregoing, City agrees and acknowledges that Independent Contractor owns all rights, title, and interest in and to the Intellectual Property (as hereinafter defined). City agrees to not remove, obscure, or alter Independent Contractor'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 Independent Contractor. Nothing herein shall be deemed to give, transfer, or convey to City any rights in the Intellectual Property other than the license to use the software, as set forth below. For purposes of this Agreement, the term "Intellectual Property" shall mean any and all rights of Independent Contractor related to its products and business 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.

At all times that City is in compliance with the terms of this Contract, City shall have a non-exclusive, non-transferable, fully paid license to use the software provided by Independent Contractor in conjunction with the Phoenix G2 Fire Station Alerting System

being acquired by City pursuant to this Contract.

20. Licenses

Independent Contractor represents and warrants that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Independent Contractor to practice its profession. Independent Contractor represents and warrants to City that Independent Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Independent Contractor to practice its profession.

21. Waiver

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

22. Warranty

Independent Contractor warrants and guarantees its products subject to the terms and limitations set forth in the New System Warranty attached hereto as Exhibit B. City's rights and remedies with respect to products found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the New System Warranty.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

HONEYWELL INTERNATIONAL INC.,
through its US Digital Designs group

By: _____
City Administrator

By: _____
Title:

Attest:

Anna Brown, City Clerk

Approved as to form and legality:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

Exhibit A



US DIGITAL DESIGNS

by Honeywell

Quotation to:

Piedmont, CA

Piedmont Fire department

Project:

G2 Fire Station Alerting System

One (1) Dispatch Center & One (1) Station System

Proposal number:

CA_PDMT001

Revision #

5

Pricing pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information available at: <https://nppgov.com/contract/honeywell/>

Piedmont Fire department is a member: M-5709565

Quote Date:

24-Mar-2025

Quote Expires:

22-Jun-2025

By:

Paul Gyore (ja)

Territory Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602.828.028

paul.gyore@honeywell.com

stationalerting.com

Installation by:

Tech Electric

This proposal is subject to corrections due to errors or omissions

US DIGITAL DESIGNS**QUOTE**

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

DATE: 3/24/2025

Expires: 6/22/2025

Quote SUBMITTED TO:

Piedmont, CA

Piedmont Fire department

REF PROPOSAL

CA_PDMT001 v5

PRIMARY DISPATCH G2 FSA SYSTEM**DISPATCH SYSTEM INTERFACES**

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	LOT	USDD	1	CADI-U	CAD Interface	\$ 14,677.50	\$ 13,209.75	13,209.75	

DISPATCH SYSTEM COMPONENTS

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	PR	USDD	1	G2-GW	G2 Communications Gateway Pair (Primary FSA Servers) 2@1RU each (2RU Total)	\$ 15,012.00	\$ 13,510.80	13,510.80	
	Kit	USDD	1	GARI-2	G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate	\$ 3,662.75	\$ 3,296.48	3,296.48	

DISPATCH SYSTEM SERVICES

Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	HR	USDD	50	GW-CM	Gateway Configuration & Modifications	\$ 373.75	\$ 336.38	16,818.75	
	LOT	USDD	1	GW-I-O	Gateway Install / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	\$ 2,200.00	\$ 1,980.00	1,980.00	
	LOT	USDD	1	GW-PM	Gateway Project Management	\$ 3,985.50	\$ 3,586.95	3,586.95	
	LOT	USDD	1	TRA-DIS-O	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	\$ 5,008.75	\$ 4,507.88	4,507.88	
	LOT	USDD	1	TRA-STA-O	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	\$ 5,008.75	\$ 4,507.88	4,507.88	

PRIMARY DISPATCH G2 FSA SYSTEM

System Total: 61,418.48

Shipping Total: 119.00

System Subtotal: 61,537.48

PRIMARY DISPATCH WARRANTY & SUPPORT

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

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	HR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 3,335.23	\$3,001.70	No Charge	

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	61,537.48
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ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL SYSTEMS SUBTOTAL:	61,418.48
ALL SHIPPING SUBTOTAL:	119.00
ALL WARRANTY & SUPPORT:	-
ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:	1,722.75
ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:	63,260.22

US DIGITAL DESIGNS

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

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

QUOTE

DATE: 3/24/2025
Expires: 6/22/2025

Quote SUBMITTED TO:

Piedmont, CA
Piedmont Fire department

REF PROPOSAL

CA_PDMT001 v5 STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA_PDMT.FS01.FSA.2025.03.19

STATION SYSTEM LICENSES								
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,433.25	\$ 1,289.93	\$ 1,289.93
	Ea/Yr	USDD	24	G2-APP-DLA	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.	\$ 15.00	\$ 13.50	No Charge

STATION SYSTEM CONTROLLER								
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
	Kit	USDD	1	ATX-EXP	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	\$ 7,838.00	\$ 7,054.20	\$ 7,054.20
	Ea	TBD	2	UPS-STD	ATX UPS, Standard	\$ 1,017.64	\$ 915.88	\$ 1,831.75
	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 77.25	\$ 69.53	\$ 139.05

STATION SYSTEM PERIPHERAL COMPONENTS								
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
	Ea	USDD	1	CIR	G2 COLOR INDICATOR REMOTE	\$ 1,043.90	\$ 939.51	\$ 939.51
	Ea	USDD	1	CIR-SMB	G2 COLOR INDICATOR REMOTE BACK BOX	\$ 165.10	\$ 148.59	\$ 148.59
	Ea	USDD	1	TV-R	G2 HDTV REMOTE (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
	Ea	USDD	1	PB-B	Push Button, Standard (Black)	\$ 126.50	\$ 113.85	\$ 113.85
	Ea	USDD	2	MR-2	G2 MESSAGE REMOTE 2 Module	\$ 1,753.75	\$ 1,578.38	\$ 3,156.75
	Ea	USDD	5	USDD-LCD-SIGN	NEW PRODUCT COMING SOON See USDD-LCD-SIGN Notice at end of quote: G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display	\$ 3,000.00	\$ 2,700.00	\$ 13,500.00
	Ea	TBD	1	MS-MNT	MS Mount - Articulating, Long reach	\$ 390.00	\$ 351.00	\$ 351.00
	Ea	USDD	8	RR-2	G2 ROOM REMOTE 2 Module	\$ 2,275.35	\$ 2,047.82	\$ 16,382.52
	Ea	USDD	17	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 5,722.20
	Ea	USDD	1	SPK-LED-SM	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	\$ 374.00	\$ 336.60	\$ 336.60
	Ea	USDD	2	SPK-OAS	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	\$ 1,575.00	\$ 1,417.50	\$ 2,835.00

	Ea	USDD	2	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 132.30	\$ 119.07	\$ 238.14	
	Ea	USDD	3	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	\$ 132.30	\$ 119.07	\$ 357.21	
	Ea	USDD	4	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,345.50	
	Ea	USDD	2	STR-2	G2 Strobe Light / Red LED	\$ 661.50	\$ 595.35	\$ 1,190.70	

STATION SYSTEM SERVICES

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-INST	Station Installation Tech Electric	\$ 80,424.67	\$ 72,382.20	\$ 72,382.20	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 3,055.56	\$ 2,750.00	\$ 2,750.00	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,666.67	\$ 1,500.00	\$ 1,500.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 833.33	\$ 750.00	\$ 750.00	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 8,765.23	\$ 7,888.71	no charge	

STATION 01		System:	\$ 156,269.30
		Shipping:	\$ 1,526.00
		Warranty & Support:	\$ -
		Estimated Tax:	\$ 8,085.93
		STATION SUBTOTAL:	\$ 165,881.22

Warranty & Support Notes:

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

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

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional 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. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US Future Product Coming Soon

QUOTE

1835 E. S ; USDD-LCD-SIGN
Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

DATE: 3/24/2025
Expires: 6/22/2025

Quote SUBMITTED TO:

Piedmont, CA

Piedmont Fire department

REF PROPOSAL

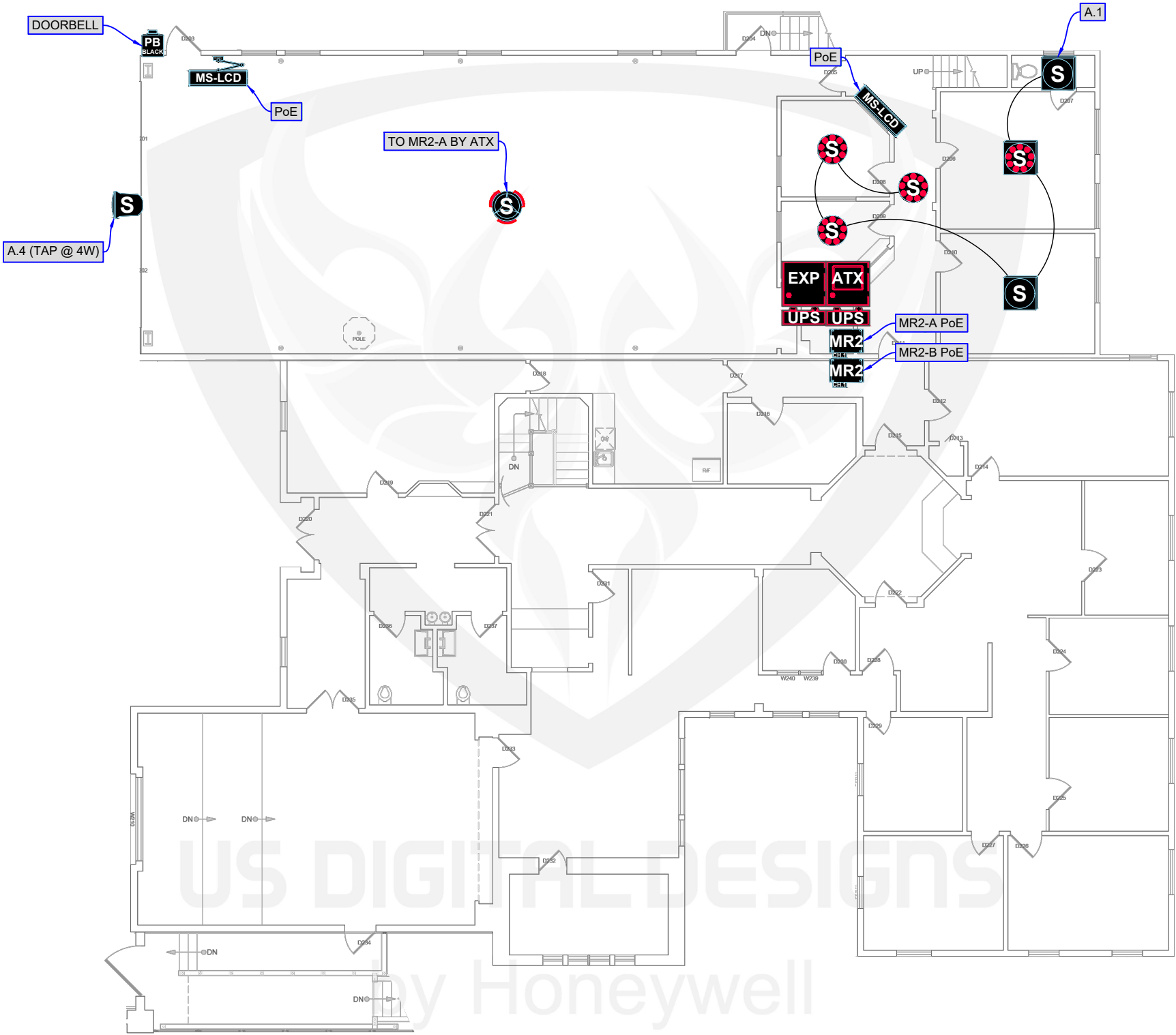
CA_PDMT001 v5

Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
SUBTOTAL	63,260.22
Includes:	
PRIMARY DISPATCH G2 FSA SYSTEM :	61,537.48
PRIMARY DISPATCH WARRANTY & SUPPORT :	-
PRIMARY DISPATCH G2 FSA SYSTEMESTIMATED TAX:	1,722.75
Notes: One (1) Dispatch Center System currently proposed/included.	
STATION-LEVEL SUBTOTAL	165,881.22
Includes:	
STATION 01 SYSTEM:	157,795.30
STATION 01 WARRANTY & SUPPORT:	-
STATION 01 ESTIMATED TAX:	8,085.93
Notes: One (1) Station System currently included in this proposal with installation by Tech Electric.	

US Digital Designs System Total: \$ 229,141.45

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



INSTALLER NOTES:

1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP). (IF APPLICABLE)
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
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NOTES:

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SYMBOL	DESCRIPTION
	G2 ATX STATION CONTROLLER
	G2 EXPANSION MODULE
	G2-UNINTERRUPTIBLE POWER SUPPLY
	OEM AMPLIFIER

SYMBOL	DESCRIPTION
	G2 I/O REMOTE
	G2 MESSAGE REMOTE 2
	G2 ROOM REMOTE 2
	G2 HDTV REMOTE
	G2 COLOR INDICATOR REMOTE
	PUSH BUTTON - RED
	PUSH BUTTON - BLACK
	G2 VIDEO DOOR STATION
	G2 LOCAL AREA REMOTE
	G2 STROBE LIGHT
	OEM TRANSFORMER
	G2 OMNIALERT STROBE SPEAKER
	G2 LED SPEAKER, FLUSH MOUNT
	G2 LED SPEAKER, METAL BOX
	SPEAKER, WEATHER-PROOF
	SPEAKER, FLUSH MOUNT
	SPEAKER, METAL BOX
	G2 MESSAGE SIGN (MINI 12")
	G2 MESSAGE SIGN (STANDARD 24")
	G2 MESSAGE SIGN (EXTENDED 36")
	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

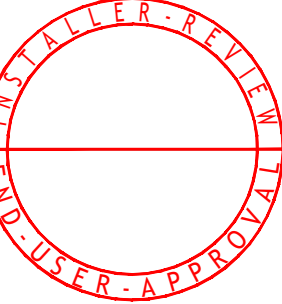
US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER (ATX)
1	G2 EXPANSION UNIT (G2-EXP)
1	G2 LED SPEAKER-BOX (SPK-LED-SM)
2	UPS (UPS-STD)
1	G2 CIR BACK BOX - SURFACE MOUNT (CIR-SMB)
1	G2 COLOR INDICATOR REMOTE (CIR)
1	G2 HDTV REMOTE (TV-R)
1	PUSH BUTTON (PB-B)
2	G2 MESSAGE REMOTE 2 (MR-2)
5	G2 MESSAGE SIGN LCD (USDD-LCD-SIGN)
1	MS MOUNT ARTICULATING (MS-MNT)
8	G2 ROOM REMOTE 2 (RR-2)
17	G2 LED SPEAKER (SPK-LED-FM)
2	G2 OMNISTROBE SPEAKER (SPK-OAS)
2	G2 SPEAKER - STANDARD (SPK-STD-FM)
2	G2 STANDARD SPEAKER- BOX (SPK-STD-SM)
4	SPEAKER WEATHER-PROOF (SPK-W-SM)
2	G2 STROBE LIGHT (STR-2)

POE PORTS REQUIRED ON ATX	
Count	Name
16	G2 PoE PORT REQUIRED

SIGNATURE REQUIRED

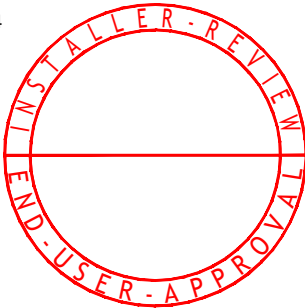
END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

project	PIEDMONT FIRE DEPARTMENT, CA
building	FIRE STATION 1 MAIN LEVEL
address	120 VISTA AVE, PIEDMONT, CA 94611
filename	USDD.CA_PDMT.FS01.FSA.DWG
date	3/24/2025 - 9:46AM
	design by DMG



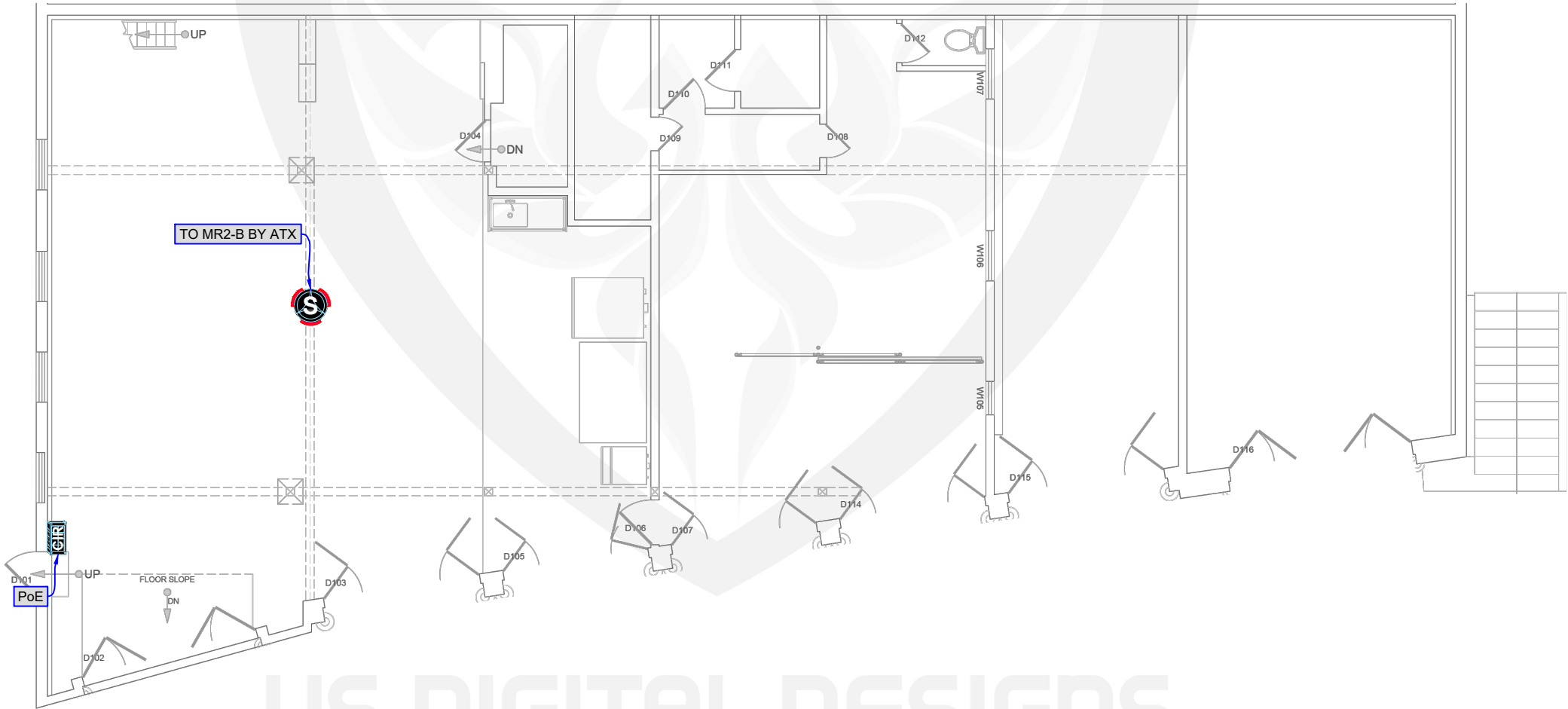


US DIGITAL DESIGNS
by Honeywell



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	G2 ROOM REMOTE 2
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	G2 LED SPEAKER, FLUSH MOUNT
	G2 LED SPEAKER, METAL BOX
	SPEAKER, WEATHER-PROOF
	SPEAKER, FLUSH MOUNT
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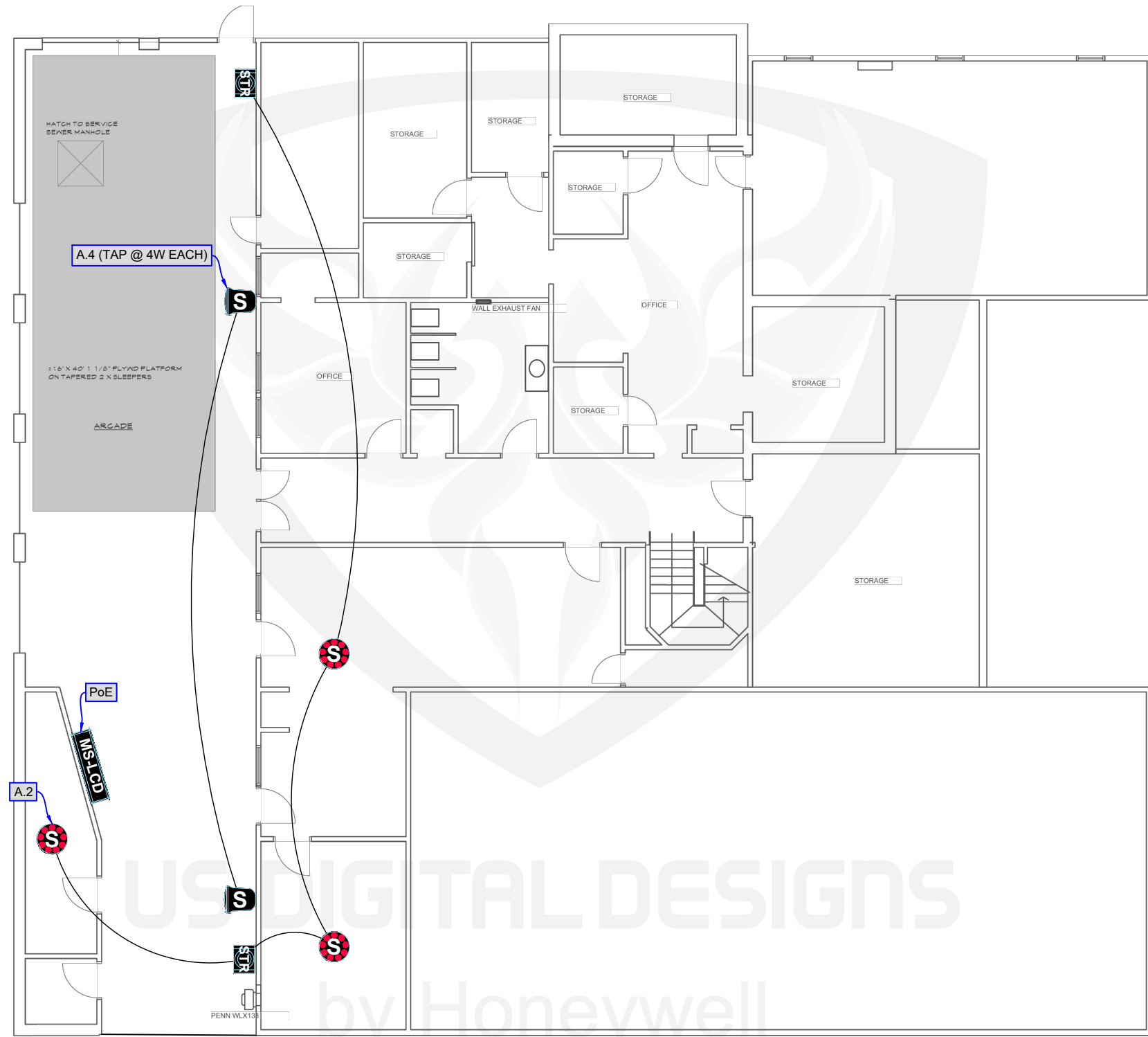
project **PIEDMONT FIRE DEPARTMENT, CA**

building **FIRE STATION 1 GARAGE LEVEL**

address **120 VISTA AVE, PIEDMONT, CA 94611**

filename **USDD.CA_PDMT.FS01.FSA.DWG**

date **3/24/2025 - 9:46AM** design by **DMG**



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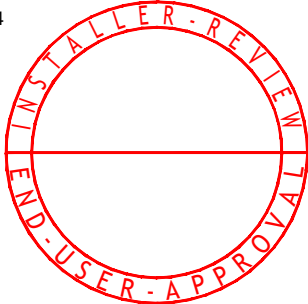
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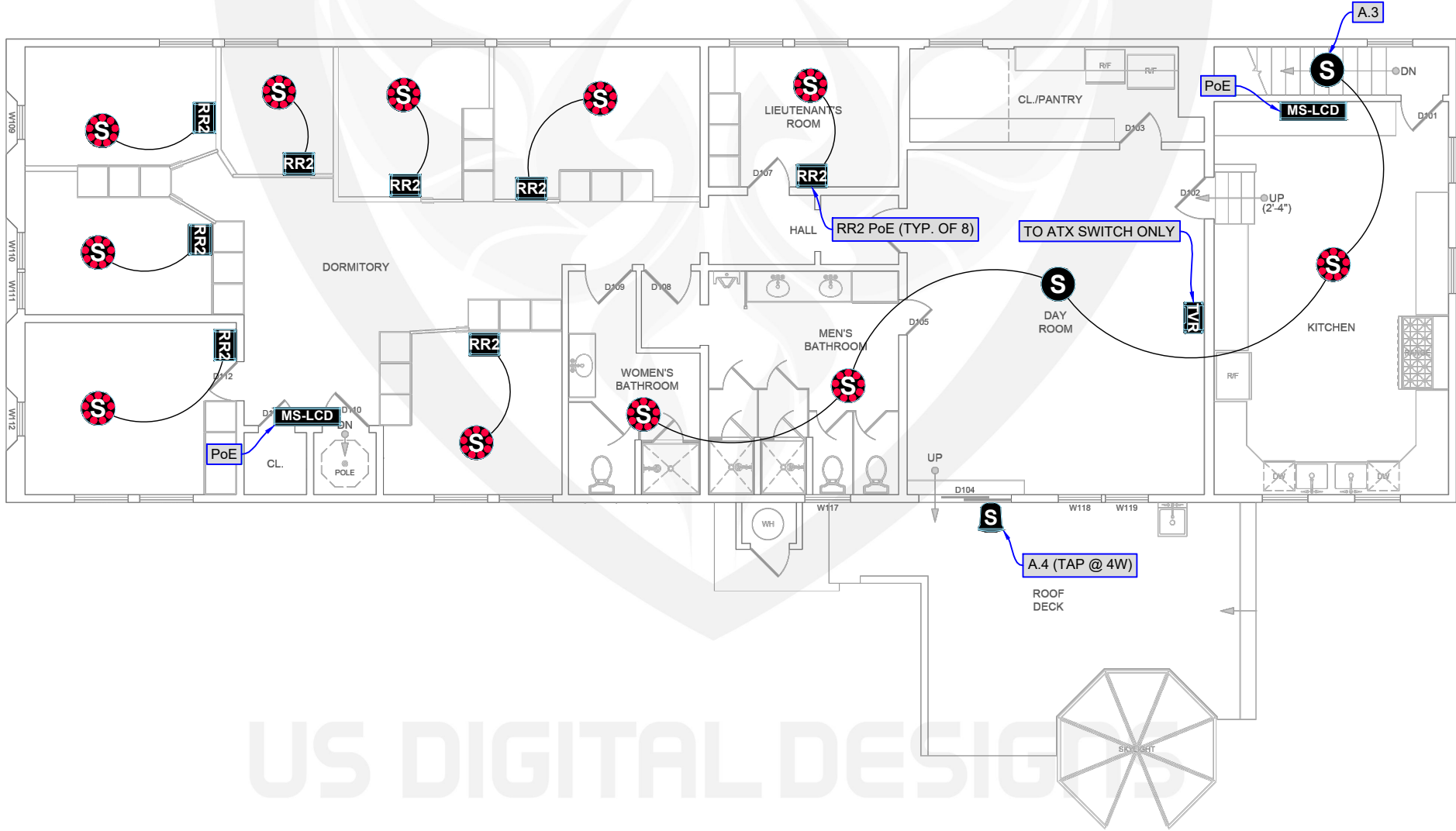


US DIGITAL DESIGNS
by Honeywell



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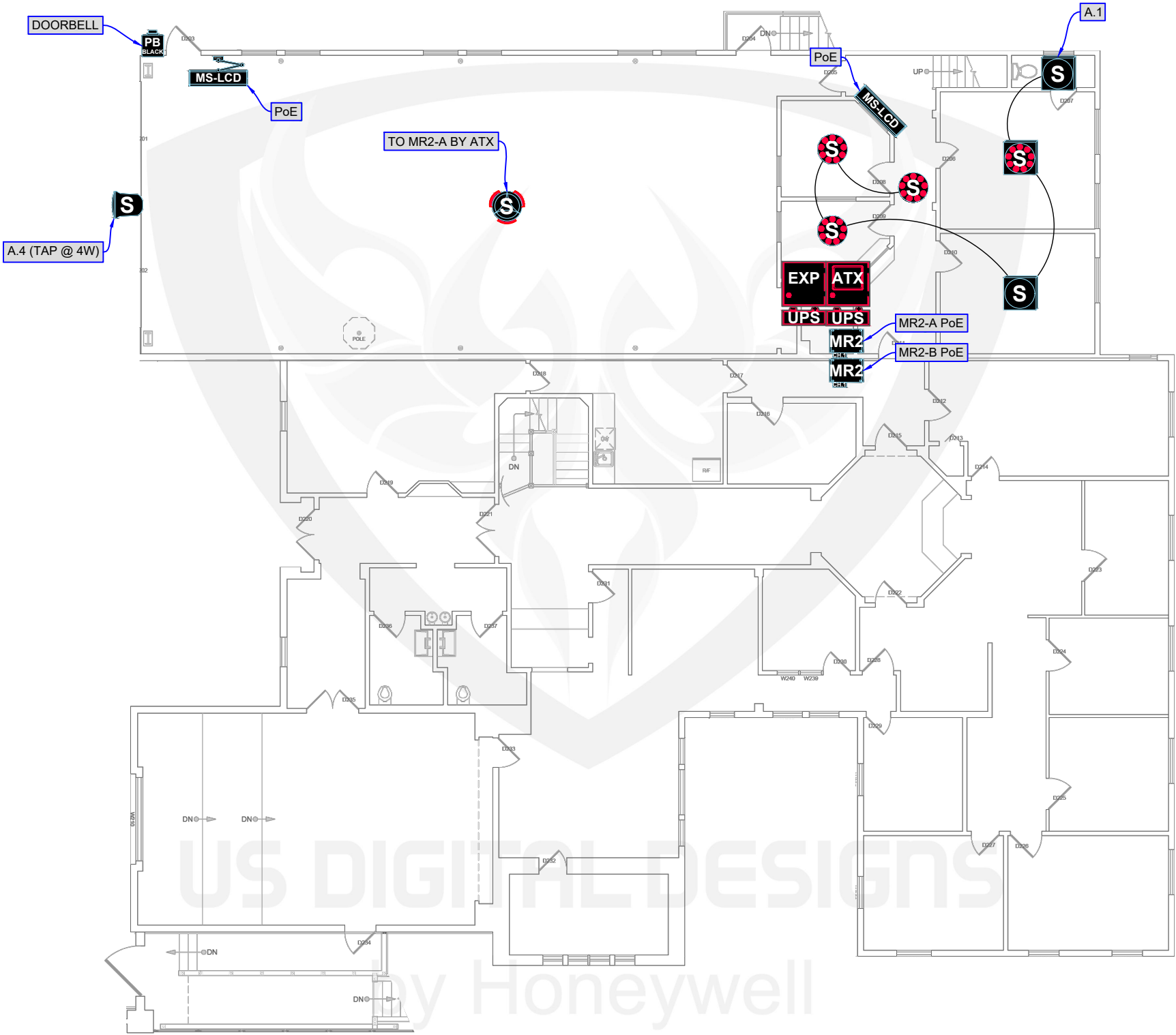
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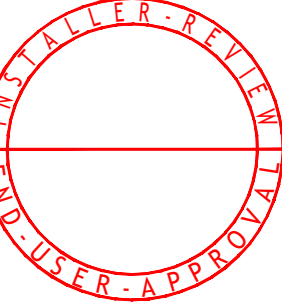
POE PORTS REQUIRED ON ATX	
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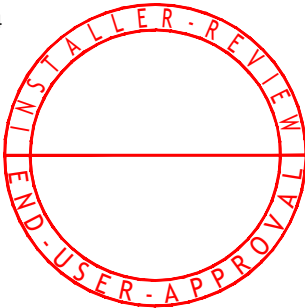
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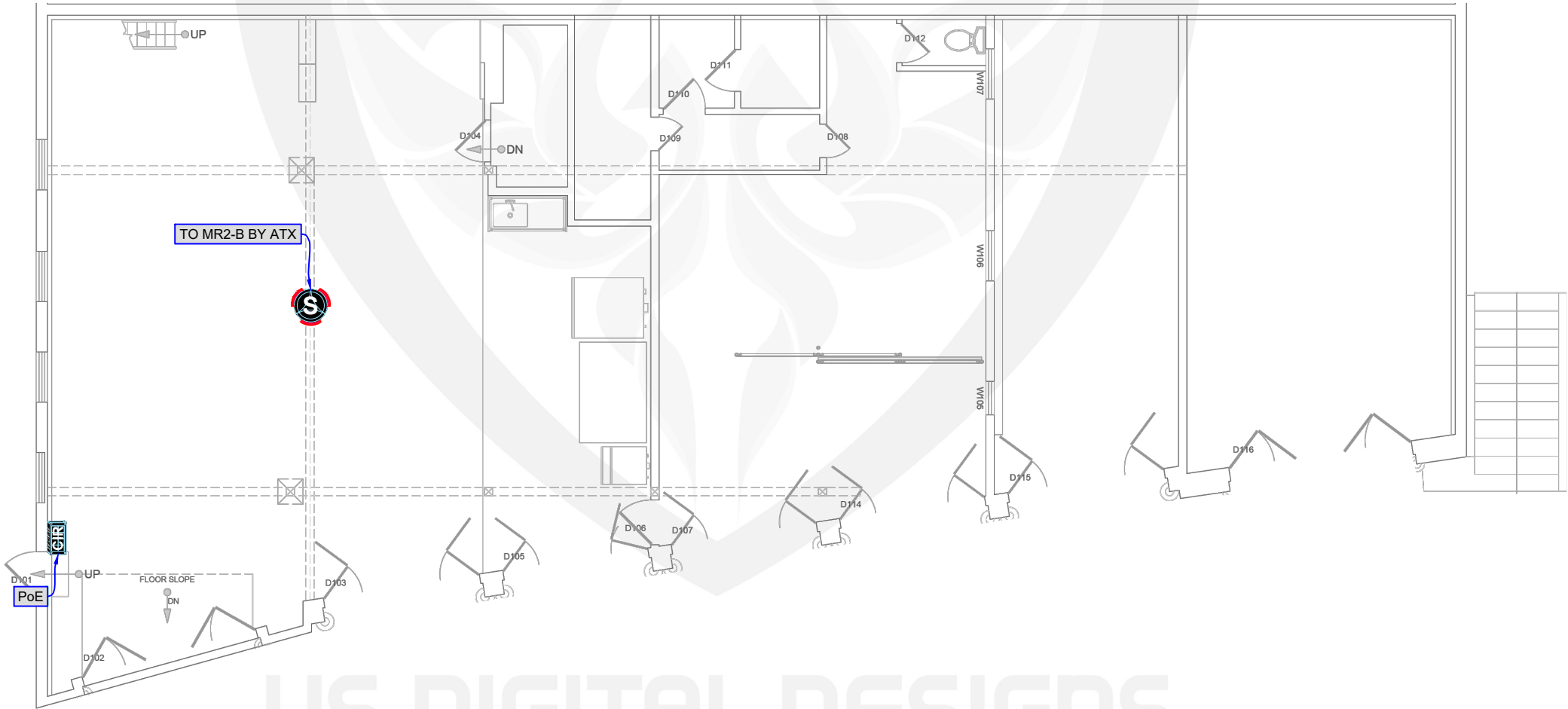


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 5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
 6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
 7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

PoE = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12

A.n = G2 ATX Amplifier 1...4 **EA.n** = G2 External Amplifier 1...n **CH.n** = G2 Message Remote 2 Channel 1 or 2

NOTES:

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
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4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

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SYMBOL	DESCRIPTION
	G2 ATX STATION CONTROLLER
	G2 EXPANSION MODULE
	G2-UNINTERRUPTIBLE POWER SUPPLY
	OEM AMPLIFIER

SYMBOL	DESCRIPTION
	G2 I/O REMOTE
	G2 MESSAGE REMOTE 2
	G2 ROOM REMOTE 2
	G2 HDTV REMOTE
	G2 COLOR INDICATOR REMOTE
	PUSH BUTTON - RED
	PUSH BUTTON - BLACK
	G2 VIDEO DOOR STATION
	G2 LOCAL AREA REMOTE
	G2 STROBE LIGHT
	OEM TRANSFORMER
	G2 OMNIALERT STROBE SPEAKER
	G2 LED SPEAKER, FLUSH MOUNT
	G2 LED SPEAKER, METAL BOX
	SPEAKER, WEATHER-PROOF
	SPEAKER, FLUSH MOUNT
	SPEAKER, METAL BOX
	G2 MESSAGE SIGN (MINI 12")
	G2 MESSAGE SIGN (STANDARD 24")
	G2 MESSAGE SIGN (EXTENDED 36")
	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

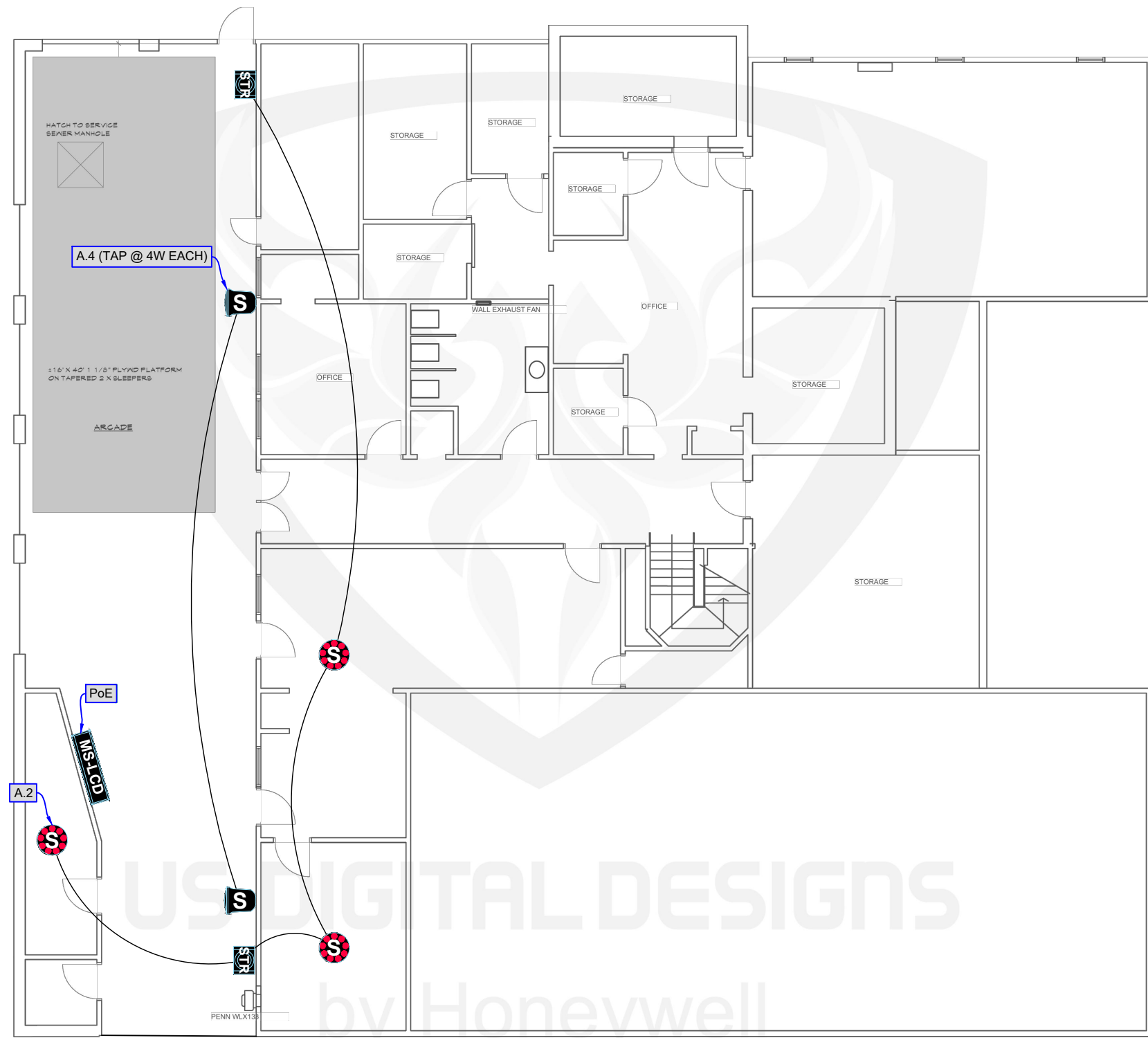
project **PIEDMONT FIRE DEPARTMENT, CA**

building **FIRE STATION 1 GARAGE LEVEL**

address **120 VISTA AVE, PIEDMONT, CA 94611**

filename **USDD.CA_PDMT.FS01.FSA.DWG**

date **3/24/2025 - 9:46AM** design by **DMG**



END-USER APPROVES STATION
DESIGN FOR PURPOSES OF
OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN
ALIGNS WITH SITE CONDITIONS.
(SPEAKER MOUNTING TYPE, ATX
LOCATION ETC.)

SYMBOL	DESCRIPTION
	G2 I/O REMOTE
	G2 MESSAGE REMOTE 2
	G2 ROOM REMOTE 2
	G2 HDTV REMOTE
	G2 COLOR INDICATOR REMOTE
	PUSH BUTTON - RED
	PUSH BUTTON - BLACK
	G2 VIDEO DOOR STATION
	G2 LOCAL AREA REMOTE
	G2 STROBE LIGHT
	OEM TRANSFORMER
	G2 OMNIALERT STROBE SPEAKER
	G2 LED SPEAKER, FLUSH MOUNT
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SYMBOL	DESCRIPTION
	G2 ATX STATION CONTROLLER
	G2 EXPANSION MODULE
	G2-UNINTERRUPTIBLE POWER SUPPLY
	OEM AMPLIFIER

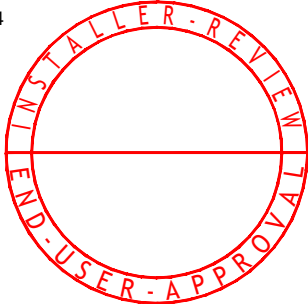
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AUTHORIZATION FROM US
DIGITAL DESIGNS, INC.

1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP). (IF APPLICABLE)
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
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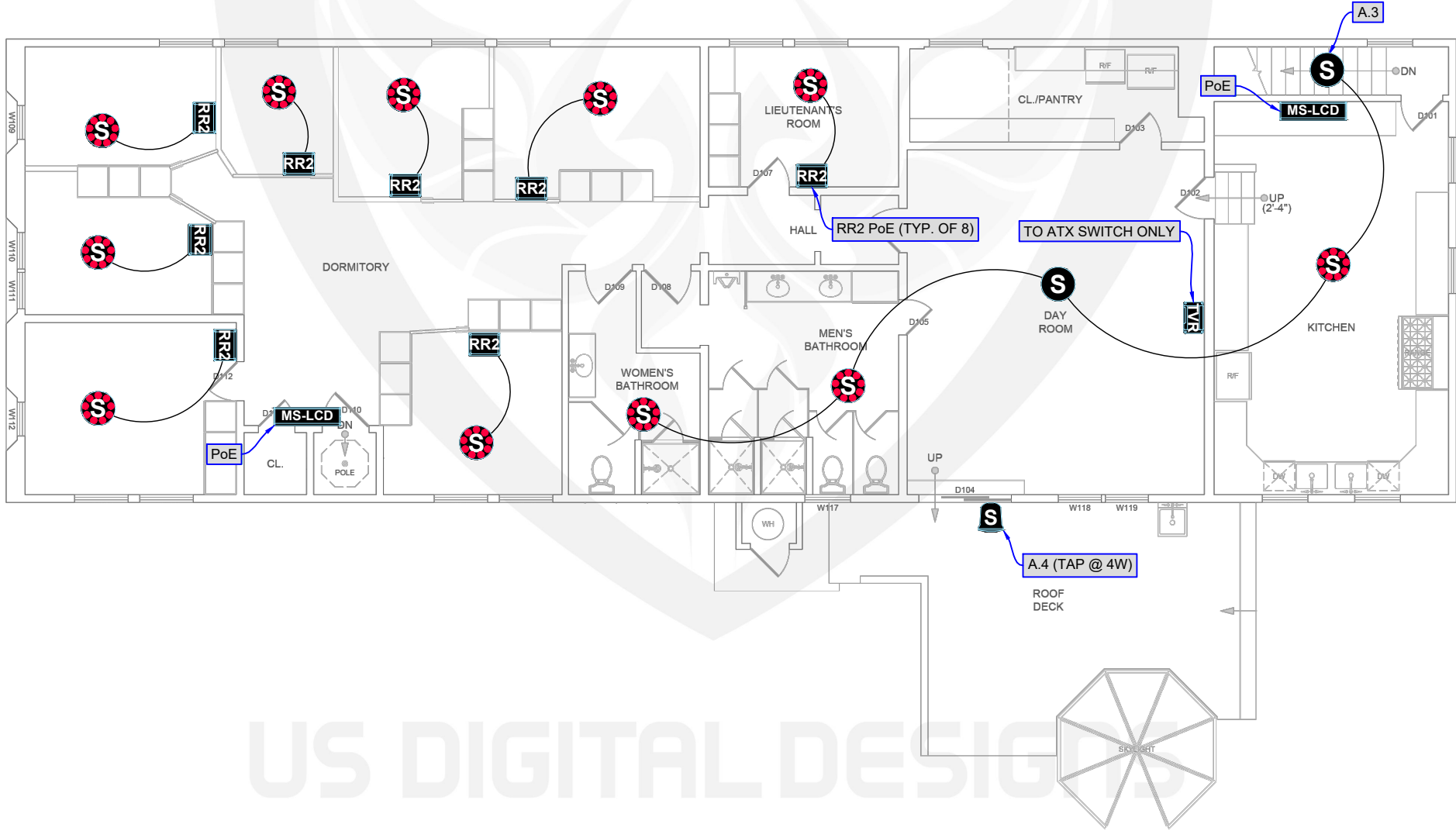


US DIGITAL DESIGNS
by Honeywell



SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE. INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)



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INSTALLER NOTES:

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NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, Honeywell International, Inc., through its US Digital Designs group (“**Honeywell**”) warrants and guarantees the Phoenix G2 Fire Station Alerting System products purchased and integrated into the **City of Piedmont, CA (“Customer”) Station 1** for a period of 12-months from the Customer’s Go-Live Date for its Dispatch and Station 1 system (“**Warranty Period**”). The Customer’s rights and remedies with respect to any defect in the material or workmanship of the System (as defined below) shall be limited exclusively to the rights and remedies set forth herein (the “**Warranty**”).

2. **Definitions.**

- a. “**Authorized Contact**” mean a person appointed by Customer who is authorized to make use of the Support Services (as defined below);
- b. “**Emergency Support**” means telephone access for Customer’s Authorized Contacts to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure;
- c. “**Go-Live**” means the date on which an authorized Honeywell technician has inspected and approved station installations, confirmed that all connections and start-up configurations are properly working, and conducted tests between stations and the dispatch centers confirming the System can send and receive alerts through the configured communication pathways.
- d. “**Hardware**” means all physically tangible electro-mechanical systems or sub-systems and associated documentation provided to Customer by Honeywell; Hardware does not include any components, hardware, or software provided by third parties including, without limitation, Customer’s computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell, nor does Hardware include any televisions or monitors manufactured by third parties, even if Honeywell provided such televisions or monitors to Customer;

Exhibit B

- e. **“Mission Critical Failure”** means a defect in the materials or workmanship of the System 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 third party products or software, operator error, internet or telephony service outages, misuse or neglect of the System, or any other cause outside of Honeywell’s control, including, without limitation, lightning strike, power surges or other acts of God does not constitute a Mission Critical Failure;
- f. **“Product”** or **“Products”** mean the Hardware, Software and other tangible goods, equipment, supplies, and components included in the System (as defined below);
- g. **“Software”** means software programs, including both standalone and embedded software, firmware in executable code form, including any updates, upgrades, and patches thereto, as well as any relevant documentation, that are licensed to Customer by Honeywell for use in connection with the System, including, without limitation the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices;
- h. **“Support Services”** mean those services provided by Honeywell which are set forth in this Agreement, including, without limitation, Hardware warranty service, Software updates, and support and maintenance for the System (including, without limitation, Emergency Support Services) during the Warranty Period; and
- i. **“System”** means all Hardware and Software purchased by Customer, either directly from Honeywell or from authorized Honeywell reseller, under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its Phoenix G2 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, laptops, 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 Honeywell.

3. System Maintenance and Support. During the Warranty Period, Honeywell agrees to provide the Support Services to Customer. 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 Honeywell holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
- c. 24 hour per day telephone access for Customer’s Authorized Contact to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure;

Exhibit B

- d. Updates for all System Software, as and when released by Honeywell; and
- e. Advance replacement of defective or malfunctioning Hardware, subject to Honeywell's Return Material Authorization ("**RMA**") Process described below.

4. **Support Services Requests.** Prior to requesting Support Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity (a "**Support Service Request**"). The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

5. **Replacement Hardware.** If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

Exhibit B

7. **No Fault Found.** Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no defect under the Warranty. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or because the Hardware is “old.” Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

8. **Mission Critical Failure.** Customer’s use of Emergency Support in the absence of a Mission Critical Failure shall constitute additional services not covered by this Warranty and the time expended will be charged at Honeywell’s then current rates.

9. **Authorized Support Contacts.** In order to facilitate Honeywell’s delivery of the Support Services, Customer shall appoint a minimum of one and a maximum of three Authorized Contacts. The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer’s network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer’s personnel or contractors including obtaining additional information from field or dispatch personnel, data network, or communications system troubleshooting, and physical inspection or actions on the System components.

10. **Customer Facilitation of Support Services.** In order for Honeywell to undertake its Support Service obligations, Customer will be responsible for providing the following:

- a. Remote access to the System, as more specifically described below;
- 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 System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries, as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but are not limited to, TCP/IP, data modems, leased lines, radios, etc.;

Exhibit B

- e. The correct use of the System in accordance with Honeywell's operating instructions; and
- f. The security and integrity of the System.

11. Remote Access. Honeywell requires remote network access to the Customer's System, including its communications gateways, station controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and Support Service tasks under this Agreement. Customer will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access Customer's System with the knowledge and consent of Customer.

- a. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. Customers must ensure that remote access is available prior to notifying Honeywell of a Support Service request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide Support Service outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. Physical Security Tokens. Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens this may delay after hours service.

12. Exclusions and Limitations of Liability. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System'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

Exhibit B

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 to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE 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, **HONEYWELL 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 Honeywell 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 Honeywell 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, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, 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. HONEYWELL 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 HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS WARRANTY. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS

Exhibit B

GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell 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.

13. Force Majeure. Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "**Force Majeure Event**" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will promptly:

- 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 responsible efforts to mitigate and/or perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling this Warranty.

LEAGUE OF OREGON CITIES

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 LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and US Digital Designs, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Public Safety Software Solutions, Data Collection, Storage and Utilization, 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, through a solicitation for Public Safety Software Solutions, Data Collection, Storage and Utilization the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2020 for Public Safety Software Solutions, Data Collection, Storage and Utilization; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); 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 Public Safety GPO, dba First Responder 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 attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2020 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 "EUAA" means an End User Acknowledgement and Agreement hereafter entered into between Vendor and a Purchaser (other than the Lead Contracting Agency) in a form acceptable to Vendor in its sole discretion, which shall address, among other issues (i) the warranty applicable to the Products and Services, (ii) Vendor's retention of its intellectual property rights, (iii) licensing of Vendor's intellectual property rights to Purchaser, (iv) the terms of installation, technical specifications, and scope of work, and (v) any other terms

and conditions necessary to facilitate and govern the transaction. A sample EUAA is attached at Attachment F.

1.5 "Intellectual Property" means any and all rights of USDD related to USDD's products, Software, and Hardware, existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

1.6 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.7 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.8 "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.

1.9 "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.

1.10 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter 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.

1.11 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.12 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.13 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

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 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to

the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements.

2.3 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. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements, which terms may be included in the EUAA. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern.

2.4 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:

2.4.1 The Purchaser and Vendor have entered into an EUAA in a form acceptable to Vendor in its sole discretion; and

2.4.2 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").

2.5 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. 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.

2.6 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) The RFP;
- (iii) Vendor's Proposal;

2.7 Extension of contract terms to Participating Agencies:

2.7.1 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 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.

2.6.2 *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.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement 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 three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) 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 MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial 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. 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, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

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 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 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

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 delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. 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 Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to

secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

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 and Employer's Liability or commercial umbrella liability 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 Agency.

5.5 The foregoing 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, members 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 to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. 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.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

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 / CONFIDENTIALITY/ INTELLECTUAL PROPERTY AND LICENSING

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 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

11.3 Purchaser hereby agrees and acknowledges that Vendor (USDD) owns all rights, title, and interest in and to the Intellectual Property. Purchaser agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's products. Nothing herein shall be deemed to give, transfer, or convey to Purchaser any rights in the Intellectual Property other than the license to use the Software, as set forth below.

11.4

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 at any time 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 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 for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder 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 venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

US DIGITAL DESIGNS, INC.
1835 E. Sixth Street
Suite 27
Tempe AZ 85281
ATTN: Erik Hanson
Email: ehanson@usdd.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

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. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

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 which shall not be unreasonably withheld or delayed.

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. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

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 agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

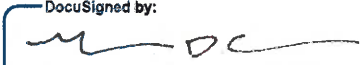
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

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

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

PURCHASER:

DocuSigned by:
Signature: 
000540F0000140E...

Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 6/2/2020

VENDOR:

DocuSigned by:
Dominic Magnoni
Signature: 179E45E91BD8445
Printed Name: Dominic Magnoni
Title: VP - General Manager
US Digital Designs, Inc.
Dated: 6/2/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

The following is the catalog pricing and a fixed 10% discount pricing provided by USDD under this Response. The pricing is derived from USDD's latest catalog pricing (March 2020):

DISPATCH SYSTEM INTERFACES				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
Radio System Interface (Full Console Interface) - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting)	RSI-P	\$ 13,650.00	10%	\$ 12,285.00
CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	\$ 11,950.00	10%	\$ 10,755.00

DISPATCH SYSTEM COMPONENTS				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	G2-GW	\$ 10,425.00	10%	\$ 9,382.50
G2 Gateway Audio Radio Interface (GaRi) - Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	GaRi2	\$ 2,450.00	10%	\$ 2,205.00
Rack-Mount Adapter Plate - Mounts (up to) 2 GaRi2s in 19" Rack	GaRi2-RMP	\$ 52.00	10%	\$ 46.80
G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	10%	\$ 877.50
G2 Light Tower Interface	LTI	\$ 575.00	10%	\$ 517.50

DISPATCH SYSTEM SERVICES				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
Gateway Configuration & Modifications	GW-CM	\$ 310.00	10%	\$ 279.00
Gateway Installation / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-I-O	\$ 875.00	10%	\$ 787.50

Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE by USDD Personnel)	GW-I-C	\$ 325.00	10%	\$ 292.50
Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-SU-O	\$ 5,925.00	10%	\$ 5,391.75
Gateway Project Management	GW-PM	\$ -	10%	\$ -
Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 4,025.00	10%	\$ 3,622.50
Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	TRA-DIS-R	\$ 1,200.00	10%	\$ 1,080.00
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 4,025.00	10%	\$ 3,622.50
Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	TRA-STA-R	\$ 1,200.00	10%	\$ 1,080.00
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	10%	\$ 4,792.50
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	10%	\$ 2,452.50

DISPATCH MOBILE ALERTING APP LICENSES				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
G2 MOBILE FSAS APP - Single Device License / Per Year Cost (\$9.00 / \$8.10 per Month)	APP-DLA	\$ 108.00	10%	\$ 97.20

DISPATCH MAPPING COMPONENTS				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE

G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	MAP-CUS	\$ 4,625.00	10%	\$ 4,162.50
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DISPATCH MAPPING SERVICES				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, as-is	MAP-CLD	\$ 1,540.00	10%	\$ 1,386.00
System Configuration and Modification for Mapping	MAP-CM	\$ 310.00	10%	\$ 279.00
Customer-Hosted Mapping Server Configuration and Start-up	MAP-CSU-O	\$ 5,925.00	10%	\$ 5,332.50
Mapping Gateway Project Management	MAP-PM	\$ 415.00	10%	\$ 373.50
Training - Mapping Service - <u>On-Site</u> (4 Hours)	MAP-TRN-O	\$ 4,025.00	10%	\$ 3,622.50
Training - Mapping Services - <u>At Arizona Training Center</u>	MAP-TRN-AZ	\$ 1,600.00	10%	\$ 1,440.00
Training - Mapping Services - <u>Remote Refresh</u> (4 Hours)	MAP-TRN-R	\$ 1,200.00	10%	\$ 1,080.00

DISPATCH SYSTEM WARRANTY & SUPPORT				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ -	10%	\$0.00

[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ -	10%	\$ -
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LEGACY SYSTEM MODERIZATION & EXPANSION COMPONENTS (to upgrade/update/expand previously-installed, existing systems)

Description	Part No.	US List Unit	DISCOUNT OFF LIST	LOC PRICE
Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	MIXR-IP	\$ 1,440.00	10%	\$ 1,296.00
Power Supply, Phoenix G2 System , 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	PS-G248p12v2	\$ 2,105.00	10%	\$ 1,894.50
UPS - Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	UPS-RM	\$ 1,100.00	10%	\$ 990.00
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	SRW226G4	\$ 540.00	10%	\$ 486.00
CONTROL MODULE for 70V AUDIO Systems. Includes (1) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (4) audio circuits.	IOR-70V-SW4-V1	\$ 1,550.00	10%	\$ 1,395.00
CONTROL MODULE for 70V AUDIO Systems. Includes (2) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (8) audio circuits.	IOR_70V-SW8-V1	\$ 3,100.00	10%	\$ 2,790.00

STATION SYSTEM SERVICE PARTS

Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
ATX Mother Board - Replacement for Damaged or EOL Original	ATX-MBR	\$ 8,010.00	10%	\$ 7,209.00
G2 Station Controller Software Upgrade - to ATX Station Controller	G2-SCSU	\$ 10,800.00	10%	\$ 9,720.00
ATX Network Switch (non-PoE) - 16-Port 10/100 - Replacement for Damaged or EOL Original Only	ATX-NSR	\$ 320.00	10%	\$ 288.00
ATX TouchPanel Computer - Replacement for Damaged or EOL Original (ships with new door assembly)	ATX-TPR	\$ 6,875.00	10%	\$ 6,187.50

STATION SYSTEM LICENSES				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
G2 VOICEALERT - Single Station License.	VA	\$ 1,030.00	10%	\$ 927.00
G2 MOBILE FSAS APP - Single Device License.	G2-APP-DLI	\$ 108.00	10%	\$ 97.20

STATION SYSTEM CONTROL COMPONENTS				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	10%	\$ 19,575.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	10%	\$ 6,592.50
Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	10%	\$ 48.60
Base Plate for ATX or EXP	ATX-P	\$ 54.00	10%	\$ 48.60
ATX UPS, Standard	UPS-STD	\$ 923.00	10%	\$ 830.70
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	10%	\$ 51.30

STATION SYSTEM PERIPHERAL COMPONENTS				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
Audio Amplifier, External, Standard	AMP	\$ 987.00	10%	\$ 888.30
Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	10%	\$ 59.40
G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	10%	\$ 652.50
G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	10%	\$ 877.50
Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	10%	\$ 1,239.81
Flat Panel/TV Mount - Universal 23"-46" Tilt	FPM-U	\$ 107.86	10%	\$ 97.07
G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	10%	\$ 1,147.50
Push Button, Standard (Black)	PB-B	\$ 110.00	10%	\$ 99.00
Push Button, Emergency (Red)	PB-R	\$ 110.00	10%	\$ 99.00

G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	10%	\$ 1,147.50
G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	10%	\$ 823.50
G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	10%	\$ 945.00
G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	10%	\$ 1,417.50
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	10%	\$ 34.20
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	10%	\$ 44.10
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	10%	\$ 65.70
MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	10%	\$ 258.30
G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	10%	\$ 1,822.50
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	10%	\$ 41.40
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	10%	\$ 157.50
G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	10%	\$ 292.50
G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	10%	\$ 292.50
G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	10%	\$ 733.50
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	10%	\$ 11.70
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	10%	\$ 43.20
SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	10%	\$ 37.80

SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$	85.00	10%	\$ 76.50
SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$	85.00	10%	\$ 76.50
SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$	310.00	10%	\$ 279.00
G2 Strobe Light / Red LED	STR	\$	550.00	10%	\$ 495.00
Transformer, 8ohm to 70V, External	XFMR	\$	53.00	10%	\$ 47.70
VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$	1,700.00	10%	\$ 1,530.00

STATION SYSTEM SERVICES				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
Station Installation (Estimate Only - Pending final authorized system design submission to G2 Trained/Certified Contractor for installation quote to include in final turnkey project pricing)	ST-INST	\$ -	10%	\$ -
Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	10%	\$ -
Station Configuration & Start-Up	ST-SU	\$ -	10%	\$ -
Station Project Management	ST-PM	\$ -	10%	\$ -
Station Engineering / Design Services	ST-ES	\$ -	10%	\$ -
Station Documentation	ST-DM	\$ -	10%	\$ -
Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	10%	\$ 3,622.50
Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	10%	\$ 540.00
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	10%	\$ 4,792.50
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	10%	\$ 2,452.50

STATION SYSTEM WARRANTY & SUPPORT				
Description	Part No.	US LIST PRICE	DISCOUNT OFF LIST	LOC PRICE
[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ -	10%	\$ -
[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ -	10%	\$ -

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at <http://>], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the 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 directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.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.

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 by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

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

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



Certificate Of Completion

Envelope Id: 04DEFD12C26D4B3F81D4C0D4EBD2193A
 Subject: Please DocuSign: MPA 2020 Between LOC and US Digital - MS FINAL V2.pdf
 Source Envelope:
 Document Pages: 24
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Bill DeMars
 1100 Olive Way
 Suite 1020
 Seattle, WA 98101
 bill.demars@nppgov.com
 IP Address: 24.16.218.197

Record Tracking

Status: Original
 6/2/2020 2:02:57 PM

Holder: Bill DeMars
 bill.demars@nppgov.com

Location: DocuSign

Signer Events

Dominic Magnoni
 dmagnoni@usdd.com
 VP - General Manager
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:
Dominic Magnoni
 179E45F91BD6445...

Signature Adoption: Pre-selected Style
 Using IP Address: 24.250.118.109

Timestamp

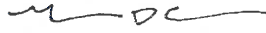
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Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 2:21:32 PM
 ID: b9c395fc-1f9f-434e-a1d6-7e4263b2ca29

Mike Cully
 mcully@orcities.org
 Executive Director

Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 36C548F8669143E...

Signature Adoption: Drawn on Device
 Using IP Address: 71.63.237.219

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Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/2/2020 2:35:36 PM
Signing Complete	Security Checked	6/2/2020 2:35:52 PM
Completed	Security Checked	6/2/2020 2:35:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.

Sixth Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Amend Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 29th day of January 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HONEYWELL INTERNATIONAL, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 10, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about November 9, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 20, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about November 9, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about May 14, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend the price list on Attachment A in its entirety to reflect current pricing; and

WHEREAS, Vendor has provided notice, on or about January 24, 2025, to amend the price list on Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new price list on Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Updated Price List.** Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following price list:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

DISPATCH SYSTEM COMPONENTS, LICENSES, SERVICES & LABOR

Any Related Shipping/Tax Not Assumed Nor Included. ANY NEW PRODUCTS DEVELOPED DURING THE TERM OF THE CONTRACT WILL BE OFFERED TO MEMBERS OF NPPGOV AT 10% OF USDD LIST PRICE

Effective January 1, 2025

DISPATCH SYSTEM INTERFACES		List Price	Discount	Member Price
Radio Console/System Interface (Requires owner-furnished, dedicated console)	RSI-P	\$ 13,650.00	10%	\$ 12,285.00
Radio System Interface (Full Console Interface) – To L3Harris SYMPHONY (Requires Applications Server (DA2) and owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	RSI-SYMB	\$ 13,650.00	10%	\$ 12,285.00
Radio System Interface (Full Console Interface) – To Motorola MCC7500 (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	RSI-MCC7	\$ 13,650.00	10%	\$ 12,285.00
CAD Interface – TBD (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-U	\$ 14,677.50	10%	\$ 13,209.75
CAD Interface - TBD (CAD provider-Side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	TBD	10%	TBD
BACKUP CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-B	\$ 7,338.75	10%	\$ 6,604.88

DISPATCH SYSTEM COMPONENTS		List Price	Discount	Member Price
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	G2-GW	\$ 12,510.00	10%	\$13,510.80
G2 Gateway Audio Radio Interface (GaRi) - Kitted with Rack-Mount Adapter Plate	GARI-2	\$ 3,662.75	10%	\$ 3,296.48
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	TV-R	\$ 1,121.50	10%	\$ 1,009.35
G2 Light Tower Interface	LTI	\$ 675.00	10%	\$ 607.50
Console Motorola Interface Cable	GARI2-008R	\$ 300.00	10%	\$ 270.00
Motorola APX XTL, Cable Active Low	GARI-2009R	\$ 300.00	10%	\$ 270.00

Dual Motorola APX Console I/O Adapter	GARI-2-010R	\$ 300.00	10%	\$ 270.00
Motorola Busy High Converter	USDD-A0012	\$ 300.00	10%	\$ 270.00

DISPATCH SYSTEM SERVICES		List Price	Discount	Member Price
G2 Communications Gateway - VMWare Virtual (software controller with Install Assistance)	G2-VM	\$ 10,008.00	10%	\$ 9,007.20
Gateway Configuration & Modifications	GW-CM	\$ 373.75	10%	\$ 336.38
Gateway Installation / On-Site BY USDD (with Member coordinated assistance by authorized customer CAD, Radio IT personnel)	GW-I-O	\$ 2,200.00	10%	\$ 1,980.00
Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE BY USDD PERSONNEL)	GW-I-C	\$ 431.25	10%	\$ 388.13
Gateway Start-Up / On-Site BY USDD (with Member coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-SU-O	\$ 6,813.75	10%	\$ 6,132.38
Gateway Start-Up / BY USDD (Remotely completed with Member coordinated assistance by authorized customer CAD, Radio & IT Personnel)	GW-SU-R	removed	removed	removed
Gateway Project Management	GW-PM	\$ 3,695.50	10%	\$ 3,316.95
Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 5,008.75	10%	\$ 4,507.88
Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours)	TRA-DIS-R	\$ 1,523.75	10%	\$ 1,371.38
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 5,008.75	10%	\$ 4,507.88
Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours)	TRA-STA-R	\$ 1,523.75	10%	\$ 1,371.38
Training-Station-Level Configuration and Equipment Usage - Remote Refres (2 Hours)	TRA-UT-R	\$ 650.00	10%	\$ 585.00
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 7,043.75	10%	\$ 6,339.38
Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,593.75	10%	\$ 3,234.38

APP DEVICE LICENSES		List Price	Discount	Member Price
G2 MOBILE FSAS APP - Single Device License / Per Year Cost - x24 per ATX Station Controller included at no cost while under Warranty and elected support - per license cost if additional are needed.	G2-APP-DLA	\$ 15.00	10%	\$ 13.50

USDD-Hosted Mapping - Included	List Price	Discount	Member Price
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G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) <u>Using National Street Data we provide, As-Is (no customizations).</u> Cost included while under warranty and elected support - cost shown if customer does not elect continuing support	MAP-CLD	\$ 1,540.00	10%	\$ 1,386.00
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MAPPING SYSTEM SERVICES - Customer Hosted		List Price	Discount	Member Price
G2 FSA Mapping Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	MAP-CUS	Removed	Removed	Removed
System Configuration and Modification for Mapping	MAP-CM	\$ 325.00	10%	\$ 292.50
Customer-Hosted Mapping Server Configuration and Start-up	MAP-CSU-O	\$ 5,925.00	10%	\$ 5,332.50
Mapping Gateway Project Management	MAP-PM	\$ 415.00	10%	\$ 373.50
Training - Mapping Service - <u>On-Site</u> (4 Hours)	MAP-TRN-O	\$ 4,425.00	10%	\$ 3,982.50
Training - Mapping Services - <u>At Arizona Training Center</u>	MAP-TRN-AZ	\$ 1,550.00	10%	\$ 1,395.00
Training - Mapping Services - <u>Remote Refresh</u> (4 Hours)	MAP-TRN-R	\$ 1,325.00	10%	\$ 1,192.50
Misc Option 1	MISC CHARGE	\$-	10%	\$ -

STATION SYSTEM COMPONENTS, LICENSES, SERVICES AND LABOR

Any Related Shipping/Tax Not Assumed Nor Included. ANY NEW PRODUCTS DEVELOPED DURING THE TERM OF THE CONTRACT WILL BE OFFERED TO THE CITY AT 10% OFF OF USDD LIST PRICE

RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion)				
		List Price	Discount	Member Price
Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	MIXR-IP	\$ 2,099.00	10%	\$ 1,889.10
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	G2-PWR	\$ 2,472.50	10%	\$ 2,225.25
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	G2-LAN	\$ 632.50	10%	\$ 569.25
UPS - Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	UPS-RM	\$ 1,322.50	10%	\$ 1,190.25
CONTROL MODULE for 70V AUDIO Systems. Includes (1) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (4) audio circuits.	IOR-4-70V	\$ 1,850.00	10%	\$ 1,665.00
CONTROL MODULE for 70V AUDIO Systems. Includes (2) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (8) audio circuits.	IOR-8-70V	\$ 3,650.00	10%	\$ 3,285.00

SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts/Critical Updates Only) 90-Day Warranty				
		List Price	Discount	Member Price
ATX Mother Board – Replacement for Damaged or EOL Original	USDD-0103E	\$ 8,250.00	10%	\$ 7,425.00
G2 Station Controller Software Upgrade – to ATX Station Controller	G2-SCSU	\$ 10,800.00	10%	\$ 9,720.00
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	ATX-LAN	\$ 365.00	10%	\$ 328.50
ATX Touch Panel Computer - replacement for Damaged of EOL Original (ships with new door assembly)	ATX-TPC	\$ 7,906.50	10%	\$ 7,115.85
PoE Injector - Provides local 48vdc power to specific USDD G2 FSA System peripheral components	G2-POE	\$ 448.50	10%	\$ 403.65

Station System Licenses		List Price	Discount	Member Price
G2 VOICEALERT - Single Station License	G2-VA	\$ 1,433.25	10%	\$ 1,289.93

STATION SYSTEM CONTROLLER		List Price	Discount	Member Price
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$23,272.50	10%	\$ 20,945.25
G2 ATX-Lite STATION CONTROLLER - Power/Signal/Control up to 2 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX-Lite	\$15,274.88	10%	\$ 13,747.39
G2 ATX-Upgrade STATION CONTROLLER - Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	ATX-Upgrade	\$9,990.00	10%	\$ 8,991.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$7,838.00	10%	\$ 7,054.20
Timer (GPS) - Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	TMR-GPS	\$ 52.53	10%	\$ 47.28
Rack Mount Ears for ATX or EXP	ATX-E	\$ 76.22	10%	\$ 68.60
Base Plate for ATX or EXP	ATX-P	\$ 76.22	10%	\$ 68.60
ATX UPS, Standard	UPS-STD	\$ 1,017.64	10%	\$ 915.88
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 77.25	10%	\$ 69.53
STATION SYSTEM PERIPHERAL COMPONENTS		List Price	Discount	Member Price
Audio Amplifier, External, Standard	AMP-70V	\$ 1,226.34	10%	\$ 1,103.71
Shelf, Under Table or Wall Mount, for 1U ½ Rack	AMP-S	\$ 91.20	10%	\$ 82.08
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	CIR	\$ 1,043.90	10%	\$ 939.51
G2 COLOR INDICATOR REMOTE BACK BOX	CIR-SMB	\$ 165.10	10%	\$ 148.59
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR-R	\$ 1,121.50	10%	\$ 1,009.35

Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FPM-S	\$ 1,265.00	10%	\$ 1,138.50
Flat Panel/TV Mount – Universal 23"-46" Tilt	FPM-U	\$ 138.00	10%	\$ 124.20
G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,581.50	10%	\$ 1,423.35
Push Button, Standard (Black)	PB-B	\$ 126.50	10%	\$ 113.85
Push Button, Emergency (Red)	PB-R	\$ 126.50	10%	\$ 113.85
G2 MESSAGE REMOTE 2 Module	MR-2	\$ 1,753.75	10%	\$ 1,578.38
NEW PRODUCT COMING SOON G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display	USDD-LCD-SIGN	\$ 3,000.00	10%	\$ 2,700.00
G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,258.13	10%	\$ 1,132.32
G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,575.00	10%	\$ 1,417.50
G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 2,351.56	10%	\$ 2,116.40
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) <u>MS-G-S (or-E)</u> to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 63.50	10%	\$ 57.15
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) <u>MS-G-S(or-E)</u> to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	10%	\$ 67.50
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	\$ 87.60	10%	\$ 78.84
MS Mount – Articulating, Long reach	MS-MNT	\$ 390.00	10%	\$ 351.00
G2 ROOM REMOTE 2 Module / 2017 version 2	RR-2	\$ 2,275.35	10%	\$ 2,047.82
RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 86.50	10%	\$ 77.85
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	RR2-SMB	\$ 201.25	10%	\$ 181.13
G2 LOCAL ALERTING REMOTE Module – Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level system is not available. Requires ATX PoE or PoE Injector.	LAR	\$ 2,329.00	10%	\$ 2,096.10
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	G2-POE	\$ 448.50	10%	\$ 403.65
G2 REMOTE USER INTERFACE Module – Extends ATX's TouchScreen User Interface into alternative area of same building.	RUI	\$ 2,167.00	10%	\$ 1,950.30
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	10%	\$ 336.60
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	10%	\$ 336.60

G2 SPEAKER – OmniAlertStrobe - OmniMemberional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 1,575.00	10%	\$ 1,417.50
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting Memberly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 23.00	10%	\$ 20.70
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting Memberly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 63.50	10%	\$ 57.15
SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting Memberly to hard ceiling	SPK-OAS-SMB	\$ 63.50	10%	\$ 57.15
SPEAKER – STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 132.30	10%	\$ 119.07
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 132.30	10%	\$ 119.07
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	10%	\$ 336.38
G2 Strobe Light / Red LED	STR-2	\$ 661.50	10%	\$ 595.35
Transformer, 8ohm to 70V, External	XFMR	\$ 74.20	10%	\$ 66.78
VIDEO DOOR STATION – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	VDS	\$ 2,040.00	10%	\$ 1,836.00

Station System Services				
Station Installation (Cost determined by Quote from G2 Certified Installer based on final approved station design - USDD includes a 30% markup to installers quote)	ST-INST	TBD	10%	TBD
Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	TBD	10%	TBD
Station Configuration & Start-Up	ST-SU	TBD	10%	TBD
Station Project Management	ST-PM	TBD	10%	TBD
Station Engineering / Design Services	ST-ES	TBD	10%	TBD
Station Documentation	ST-DM	TBD	10%	TBD

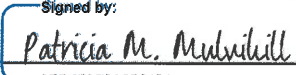
Station Services Costs are determined depending upon the complexity of the System ordered

Flex Alert				
Flex Alert Device - Requires USDD-FLEX-APP annual recurring subscription	USDD-FLEX	\$ 277.78	10%	\$ 250.00
Flex Alert Annual Recurring Subscription - Requires USDD-FLEX ALERT device to receive alerts	USDD-FLEX-APP	\$ 66.67	10%	\$ 60.00

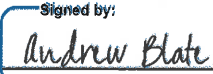
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

Signed by:

Date January 30, 2025 | 11:17 AM PST
DBD4F25C35F54D9
Patricia M. Mulvihill
BY:
ITS: Executive Director

HONEYWELL INTERNATIONAL, INC.

Signed by:

Date January 30, 2025 | 11:17 AM PST
7427D6603384409...
BY: Andrew Blate
ITS: VP/GM Americas

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 (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS 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, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov 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 NPPGov 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:

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.

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.

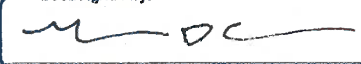
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH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

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("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 League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov 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 League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

BY: 38C546F8869143E...
ITS:

Date: 3/26/2020

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**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 NPPGov.

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 NPPGov 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.

Date: _____

BY: _____

ITS: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____