



US DIGITAL DESIGNS
stationalerting.com

**FIRE STATION ALERTING SYSTEM
PURCHASE CONTRACT**

This Fire Station Alerting System Purchase Contract (“Contract”) is made by and between US Digital Designs, Inc. (“USDD”), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity (“Customer”):

Orange City Fire Department
Attn: Matt Nelson, Administrative Captain
176 S. Grand Street
Orange, CA 92866
Telephone: (714) 288-2506
Email: mnelson@cityoforange.org

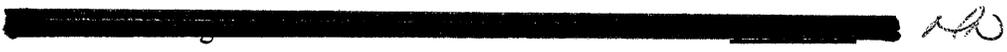
1. **Recitals.** The Customer requires USDD to provide certain goods, products and services related to the Customer’s fire station alerting system. USDD has agreed to provide such goods and services to the Customer pursuant to the terms, conditions, and limitations of this Contract. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Contract.

2. **Definitions.** For purposes of this Contract, the following terms shall have the following meanings:

- a. “Additional Services” means any and all services performed by USDD at the instruction or request of Customer through its authorized personnel that are not specifically included in the Scope of Work.
- b. “Engineering Services” means engineering or project management services performed by USDD’s employees, agents or contractors directly related to

planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation sight.

- c. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, that Hardware shall not include any televisions or monitors manufactured by third parties.
- d. "Intellectual Property" means any and all rights of USDD related to USDD's 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.
- e. "Products" means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
- f. "Quote" means the document at Exhibit A, excluding the section titled "terms and conditions," if any.
- g. "Scope of Work" means the document attached at Exhibit B (Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and services included in the Quote.



- i. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to Customer by USDD.
- j. "System" means all Hardware and Software purchased by Customer directly from USDD under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD.
- k. "Station Controller" means the CPU and related computer components (whether USDD's ATX or ATU model) to be installed at each fire station as described in the Quote.

1. "Warranty" means the New System Warranty attached at Exhibit D.
- m. Undefined technical terms, specifications and acronyms used throughout this Contract shall have the meanings generally attributed to them in the in the fire station alerting industry.
3. **Products and Services.** USDD agrees to provide the Products and perform the services set forth in the Scope of Work at the prices set forth in the Quote. Unless otherwise specifically waived in the Quote, Customer shall bear all costs of shipping the Products. Risk of loss or damage in transit shall be borne by USDD. Upon delivery to Customer's site, Customer shall bear all risk of loss or damage to any Products occurring thereafter.
4. **Engineering Services.** Except as otherwise set forth in the Quote, all Engineering Services provided by USDD related to the System shall be charged at \$250.00 per man-hour.
5. **Installation Services.** Except as otherwise set forth in the Quote, installation of the System shall be provided by USDD and its certified installation subcontractors as follows:
 - a. Within 30 days after the execution of this Contract, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting").
 - b. Either party may elect to participate in the meeting remotely via video or telephone conference.
 - c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with Customer regarding development of a project schedule and the Engineering Services.
 - d. Thereafter, USDD and Customer will collaborate to plan and document the Products, layout, and installation protocols for each individual installation sight and finalize the project schedule (collectively the "Design Phase").
 - e. Customer shall issue its authorization to proceed with delivery of the Products and Services as set forth in the Quote within 5 days of completion of the Design Phase.
 - f. Upon issuance of Customer's authorization to proceed, no changes will be made to the design of the System except upon written change order.
6. **Invoices and Payment.** USDD shall invoice Customer for all Products delivered to Customer and all services provided to Customer on a monthly basis. All 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 USDD. Invoices unpaid for 30 days are subject to interest at 18% per annum.

7. **Training.** Pursuant to a mutually agreed upon schedule, USDD shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all training provided by USDD related to the System shall be charged at \$250.00 per man-hour, plus reasonable costs and expenses incurred by USDD related to the training, which costs shall be approved in advance by Customer. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training.

8. **Acceptance of Station Installation.** Upon satisfactory completion of installation at Customer's fire station, Customer shall forward to USDD written notice that installation has been completed and accepted by Customer. This acceptance will trigger USDD to perform the configuration and start-up of the fire station as provided for in the Quote and Scope of Work.

9. **Reserved.**

10. **Taxes.** The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which USDD shall be obligated legally to pay, either on its own, on behalf of the Customer or otherwise, with respect to the Products and services to be provided under this Contract, shall be paid by Customer in addition to all other sums due hereunder.

11. **Warranty.** USDD warrants and guarantees its Products subject to the terms and limitations set forth in the Warranty. The Customer'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 Warranty.

12. **Service and Support Option.** Upon expiration of the "Warranty Period" (as defined in the Warranty), Customer shall have five one-year options to purchase certain support and maintenance services from USDD (each a "Service Option") on the terms and conditions set forth in the Service Agreement. The compensation to be paid to USDD for the "Services" is the "Annual Fee" (as such terms are defined in the Service Agreement). USDD may invoice Customer for the Annual Fee as set forth in the Service Agreement. Customer shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth below. Customer may exercise its Service Option by: (a) providing written notice to USDD of its intent to exercise the Service Option at any time prior to the beginning of each one-year option period; or (b) making payment of USDD's invoice for the Annual Fee, provided however that such payment is received by USDD prior to the commencement of such one-year option period. After the expiration of the Warranty Period, USDD shall have no obligation to provide the services set forth in the Service Agreement unless and until Customer exercises the Service Option and pays the Annual Fee.

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

14. **License.** At all times that Customer is in compliance with the terms of this Contract and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.

15. **Insurance.** USDD and its contractors shall provide copies of current insurance certificates for general liability insurance, automobile liability insurance, and workers' compensation insurance with a minimum of \$1,000,000.00 in coverage ("Proof of Insurance"). Customer shall be added as an additional insured on the general and automobile liability policies. Notwithstanding the foregoing, if after submission of the Proof of Insurance Customer authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Proof of Insurance. These terms are effective and shall be controlling whether the Proof of Insurance is provided before or after the date of this Contract.

16. **Customer Point of Contact.** Customer shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). Customer shall provide USDD with written notice of such assignment prior to the Project Meeting. Customer may change the System Administrator only upon written notice to USDD. The System Administrator shall have the principal responsibility of overseeing and managing this Contract on behalf of Customer and shall be the primary point of contact for Customer. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Customer will ensure that the System Administrator is reasonably available to USDD and USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

17. **Customer Obligations.** Customer shall take and perform all reasonable action necessary to facilitate USDD's performance of the Scope of Work hereunder. Prior to the Project Meeting, USDD shall provide Customer with certain project documentation that lists tasks to be performed by Customer to enable USDD to configure the Communications Gateway and prepare for installation and implementation. In addition to the foregoing, Customer shall be responsible for procuring and/or providing the following for use with the System:

- a. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;
- b. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third party console software licenses as necessary;

- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on Customer's property;
- e. Providing a stable means of data transmission between the Communications Gateway (servers installed at dispatch) and the Station Controller serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- f. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions; and
- g. The security, accessibility, and integrity of the System, Customer Equipment, and installation site.

18. Remote Access to System.

- a. USDD requires remote network access to the System, including access to Customer's Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD 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. USDD will only access Customer's System with the knowledge and consent of Customer.
- b. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then USDD 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 USDD 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 USDD devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer

- c. Timely Access. Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- d. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

19. **Cancelation and Suspension**. Any order resulting from this Contract is subject to cancellation or instructions to suspend work by the Customer only upon Customer's agreement to pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract. USDD may suspend all performances under this Contract immediately upon Customer's failure to pay any sum due hereunder for more than 30 days.

20. **Termination**

- a. **By Customer**. If this Contract is terminated by Customer for any reason other than USDD's breach, Customer shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.
- b. **By USDD**. If Customer refuses or fails to perform any of its obligations in accordance with this Contract, including, without limitation, to remit all payments in a timely manner, USDD shall provide written notice thereof to Customer ("Default Notice"). The Default notice shall specifically describe the nature of the alleged failure and demand that Customer cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be five days, and in all other events shall not be less than 30 days ("Cure Period"). If Customer fails to cure the failure within the Cure Period, such failure shall be deemed a default under this Contract. In such event, USDD shall have the right to terminate this Contract by written notice to Customer, and Customer shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.
- c. **For Failure to Complete Design Phase**. If the parties cannot complete the Design Phase within 30 days of the Project Meeting, either party may terminate this Contract by written notice to the other. In such event, Customer shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.

21. **Assignment.** The parties shall not assign in whole or in part the Contract without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this Contract in the event of a sale of all or substantially all of this assets or stock, after written notice to Customer. Additionally, USDD may subcontract any or all of the installation and Products manufacturing. Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract.

22. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Contract if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Contract, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

23. **Images and Testimonials.** During the term of this agreement and any Service Agreement between the parties, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials"). USDD may request Customer's consent to the use of such Images and Testimonials for verification, training, and promotional purposes.

24. **Notices.** Whenever any provision of this Contract requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:

For the Customer:
Name: Matt Nelson

Title: Administrative Captain
Address: Orange City Fire Department
176 S. Grand St.
Orange, CA 92866
Fax: (714) 744-6035
Email: mnelson@cityoforange.org

For USDD:
US Digital Designs, Inc.
Attention: Dominic Magnoni
1835 East 6th Street, Suite 27
Tempe, Arizona 85281
Fax: 480-290-7892
Email: dmagnoni@usdd.com

25. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Contract. When the context of the words used in this Contract indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

26. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Contract shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Contract.

27. **Governing Law and Venue.** This Contract will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles. Venue for any dispute arising under the Contract will be in Orange County, California.

28. **Execution in Counterparts.** This Contract may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Contract shall be the latest date on which any party executes this Contract.

29. **Entire Agreement.** This Contract contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Contract supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This Contract may not be amended, altered, or changed except by the express written agreement of the parties.

30. **Joint Effort.** This Contract has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Contract or any term thereof.

31. **Savings Clause.** In the event any part, provision, or term of this Contract is deemed to be illegal or unenforceable, this Contract shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or

term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Contract shall be and remain in full force and effect.

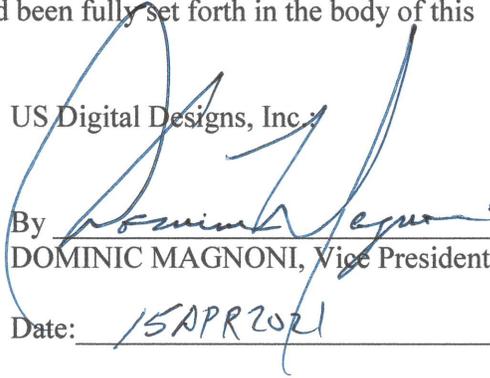
32. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Contract will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

33. **Incorporation of all Exhibits.** All exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this Contract.

City of Orange Fire Department:
CITY OF ORANGE

By: _____
Name: MARK A. MURPHY
Its: Mayor
Date: _____

US Digital Designs, Inc.

By: 
DOMINIC MAGNONI, Vice President
Date: 15 APR 2021

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

EXHIBIT A
Quote

**See Quote #CA_OGCY003-Qv1 – 1StationSystem&InstallTraining (2021FEB17).pdf
attached at the following pages.**

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

The City of Orange, California
Orange City Fire Department

Project:

G2 Fire Station Alerting System
One (1) Station System & Installation Training

Proposal number:

CA_OGCV003

Revision #

1

[Pricing Protected per Public Procurement Authority (PPA0), League of Oregon Cities (LOC), Master Price Agreement (MPA) - available to members of National Purchase Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at <https://nppgov.com/contract/us-digital-designs>]

The Orange City Fire Department is Already Member # M-5722839

Quote Date:

17-Feb-2021

Quote Expires:

18-May-2021

INSTALLATION BY:

N/A - G2 Installation Training
is included for Orange City Fire Department Staff

By:

Peter Donkin
Project Manager

US Digital Designs, Inc.
1835 E Sixth St #27
Tempe, AZ 85281
602-687-1759 direct
480-290-7892 fax
pdonkin@usdd.com

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

US DIGITAL DESIGNS

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

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

QUOTE

DATE: 2/17/21
Expires: 5/18/21

Quote SUBMITTED TO:
The City of Orange, California
Orange City Fire Department

REF PROPOSAL
CA_OG003 v1

STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.CA_OG003.FS01.FSA.2020.09.28.pdf

STATION SYSTEM LICENSES

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

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	2	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ 13,185.00
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -
SC5	Ea	TBD	3	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 2,492.10
SC6	Ea	TBD	3	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 153.90

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SP1a	Ea	TBD	0	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ -
SP1b	Ea	TBD	0	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ -
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 2,610.00
SP3a	Ea	USDD	5	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ 4,387.50
SP3b	Ea	TBD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -
SP3c	Ea	TBD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00
SP7	Ea	USDD	3	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 3,442.50
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -

SP9b	Ea	USDD	11	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 10,395.00	
SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	1	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ 34.20	
SP9e	Ea	USDD	4	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 176.40	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	TBD	5	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 1,291.50	
SP12a	Ea	USDD	15	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 27,337.50	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	29	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 8,482.50	
SP16	Ea	USDD	1	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 292.50	
SP17a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 1,467.00	
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	USDD	30	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 2,295.00	
SP18b	Ea	USDD	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	USDD	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 279.00	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP20	Ea	USDD	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP22	Ea	USDD	0	VIDEO DOOR STATION - Doorbell & Camera that ties into G2 FSAS (HDTV Remote) - Includes Power Injector	VDS	\$ 1,700.00	\$ 1,530.00	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	0	Station Installation (N/A - Installation is not assumed or included by USDD. Customer to contract directly with a Certified G2 Installer.)	ST-INST	\$ -	\$ -	\$ -	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,225.82	\$ 2,903.24	\$ 2,903.24	

SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,114.56	\$ 1,003.10	\$ 1,003.10	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 396.48	\$ 356.83	\$ 356.83	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 57.27	\$ 51.54	\$ 51.54	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	
SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours)	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	1	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (Orange City Fire Department Staff)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ 4,792.50	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 9,912.06	\$ 8,920.85	8920.854 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[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	\$ 9,912.06	\$ 8,920.85	\$ -	

STATION 01	System:	\$ 108,227.82
	Shipping:	\$ 2,862.00
	Warranty & Support:	\$ -
	California Cost Recovery Fee:	\$ 5,086.71
	STATION SUBTOTAL:	\$ 116,176.53

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

See Section Totals Page for Explanation of the California Cost-Recovery Fee

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 system 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 system 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 DIGITAL DESIGNS

QUOTE

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

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

DATE: 2/17/21
Expires: 5/18/21

Quote SUBMITTED TO:
The City of Orange, California
Orange City Fire Department

REF PROPOSAL
CA_OGCY003 v1

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
STATION-LEVEL SUBTOTAL		
	\$	116,176.53
Includes:	STATION 01 SYSTEM:	\$ 111,089.82
	STATION 01 WARRANTY & SUPPORT:	\$ -
	STATION 01 CALIFORNIA COST RECOVERY FEE:	\$ 5,086.71
Notes: One (1) Station System with G2 Installation Training & Certification for Orange City Fire Department Staff currently included in this proposal.		
US Digital Designs System Total \$ 116,176.53		

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

(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

The California Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of California for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD. More information from the California Franchise Tax board on this here https://www.ftb.ca.gov/businesses/Structures/S-Corporations.shtml?WT.mc_id=Business_Forms_SCorpTOC

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

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

7.1 **PRODUCT DEFECTS.** If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 **CLAIMS.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 **EXCLUSIONS AND LIMITATIONS.** USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

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

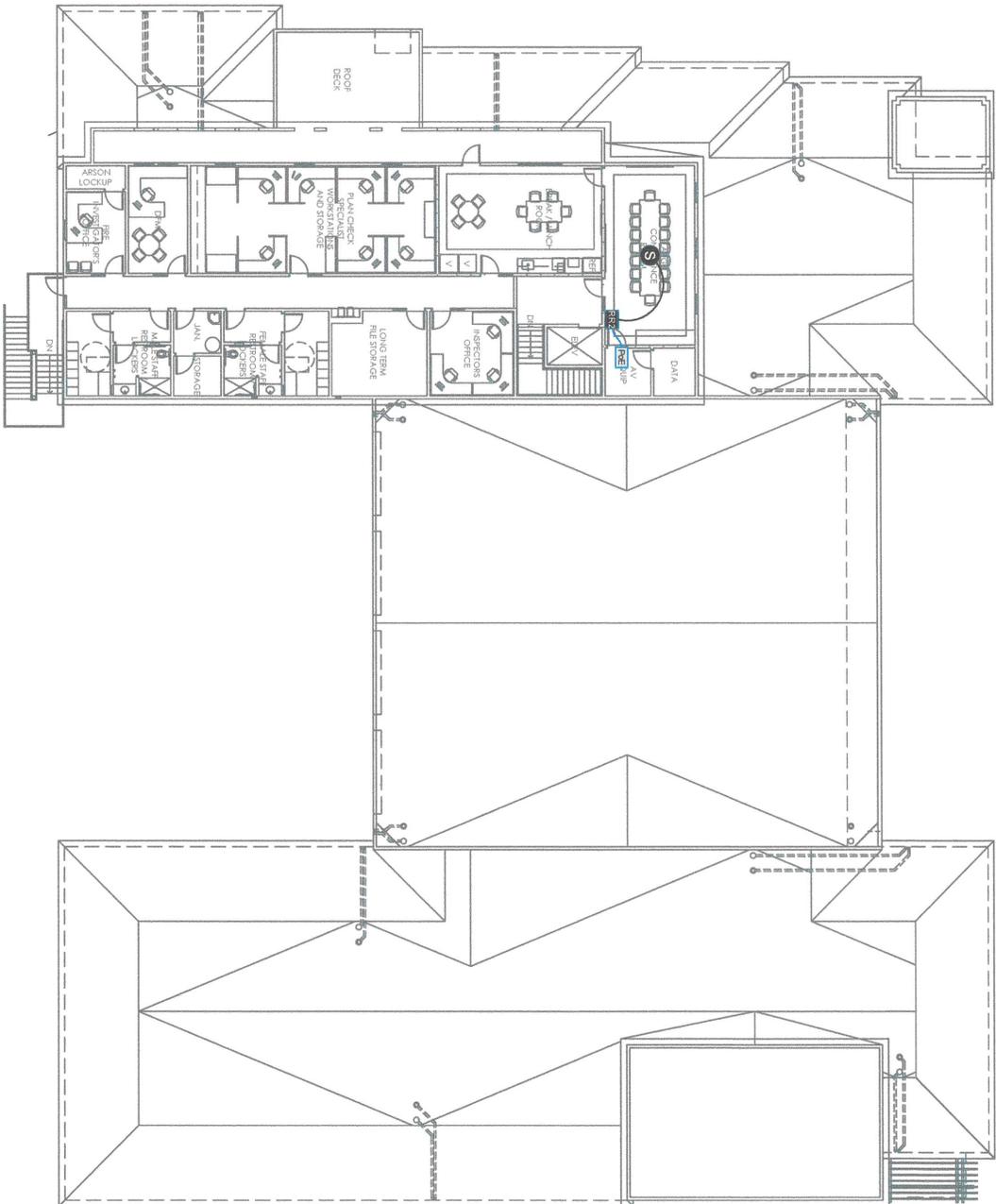
EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS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

8. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE:** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property" means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. **Remote Access to System.**
 - a. USDD requires remote network access to the System, including access to Customer's Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD 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. USDD will only access Customer's System with the knowledge and consent of Customer.
 - b. Alternative to Network Access. If the Customer elects not to provide remote network access to the System, then USDD 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 USDD 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 USDD devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
 - c. Timely Access. Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
 - d. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.
11. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
13. **SHIPPING/DELIVERY:** Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
14. **CREDIT CARDS:** All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.
15. 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 system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
16. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

EXHIBIT B
Scope of Work

Provision of Products and Services as described in the Quote attached at Exhibit A, for installation at Customer's Fire Station 1. Installation of Station Equipment to be provided by Customer after successful completion of the G2 Installation Training described below, with equipment to be installed as shown on the attached station designs and identified as File USDD.CA_OGCY.FS01.FSA.2020.09.28.pdf attached hereto

USDD will provide Customer with onsite installation training to Customer selected personnel to enable such personnel to install the System properly and be able to troubleshoot any problems with the installation. Training is designed to acquaint the installation personnel with the design, features and functions of the System, and special installation instructions to enable the installers to be qualified and certified to perform installation as required by USDD, and which will enable USDD to warrant, service and support Customer's System.



- INSTALLER NOTES:**
1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT
 2. INSTALLATION OF EQUIPMENT SPECIFIED.
 3. INSTALLER TO COORDINATE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND EXISTING OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) IF APPLICABLE FOR BACKUP.
 4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER MAIN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
 5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR TO REDACT WITH OWNER. (IF APPLICABLE)
 6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWINGS.
 7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF THE WORK AND RISE CONNECTIONS.

- NOTES:**
- POE = G2 ATX Power-over-Ethernet (POE) ports 1.., 8 and G2 Expansion Module ports 1...12**
- EA1 = G2 ATX Amplifier 1...4 EA2 = G2 External Amplifier 1...4 CH1 = G2 Message Remote 2 Channel 1 or 2**
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR LAYOUTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 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 LAN/ETHERNETABLE POWER SUPPLY
	CEM AMPLIFIER

SYMBOL	DESCRIPTION
	G2 I/O REMOTE
	G2 MESSAGE REMOTE 2
	G2 ROOM REMOTE 2
	G2 TONE REMOTE
	G2 COLOR INDICATION REMOTE
	G2 PUSH BUTTON - RED
	PUSH BUTTON - BLACK
	G2 VIDEO DOOR STATION
	G2 LOCAL AREA REMOTE
	G2 STROBE LIGHT
	G2 STROBE LIGHT REMOTE
	G2 STROBE LIGHT
	G2 STROBE LIGHT REMOTE
	G2 LED SPEAKER FLUSH MOUNT
	G2 LED SPEAKER FLUSH MOUNT METAL BOX
	G2 LED SPEAKER FLUSH MOUNT WEATHER-PROOF
	G2 LED SPEAKER FLUSH MOUNT WEATHER-PROOF METAL BOX
	G2 MESSAGE SIGN
	G2 MESSAGE SIGN (WITH 12" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 24" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 36" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 48" MESSAGE SIGN)
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	G2 MESSAGE SIGN (WITH 300" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 312" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 324" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 336" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 348" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 360" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 372" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 384" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 396" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 408" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 420" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 432" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 444" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 456" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 468" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 480" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 492" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 504" MESSAGE SIGN)
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	G2 MESSAGE SIGN (WITH 528" MESSAGE SIGN)
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	G2 MESSAGE SIGN (WITH 552" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 564" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 576" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 588" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 600" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 612" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 624" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 636" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 648" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 660" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 672" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 684" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 696" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 708" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 720" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 732" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 744" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 756" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 768" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 780" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 792" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 804" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 816" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 828" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 840" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 852" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 864" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 876" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 888" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 900" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 912" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 924" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 936" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 948" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 960" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 972" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 984" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 996" MESSAGE SIGN)
	G2 MESSAGE SIGN (WITH 1008" MESSAGE SIGN)

project	ORANGE CITY FIRE DEPARTMENT, CA
building	FIRE STATION 1
address	105 SOUTH WATER STREET, ORANGE, CA 92866
filename	USDD.CA_OGCV.FS01.FSA.DWG
date	9/28/2020 - 9:53AM
design by	PD

SIGNATURE REQUIRED
 END-USER APPROVES STATION DESIGN FOR PURPOSES OF INSTALLATION AND TESTING. USDD WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS SYSTEM. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

