



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**MARCH 5, 2019, 7:00 PM
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790**

**Mayor Lloyd Johnson
Mayor Pro Tem Tony Wu
Councilman Dario Castellanos
Councilwoman Letty Lopez-Viado
Councilmember Jessica C. Shewmaker**

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL

Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE

The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS ADDRESSING THE CITY COUNCIL (Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

RULES OF DECORUM

Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA CITY COUNCIL/SUCCESSOR AGENCY

**TUESDAY MARCH 5, 2019, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Pastor & West Covina Police Chaplain Kelly Dupee
Faith Community Church

PLEDGE OF ALLEGIANCE

Led by Councilmember Jessica C. Shewmaker

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

Recognition of Jan Poirier for 41 Years of Service with the West Covina Police Department
Recognition of Bravery presented to Pete Aguilar of the West Covina Fire Department and wife Priscilla Aguilar
Recognition of Student Government Day

ORAL COMMUNICATIONS - Five (5) minutes per speaker

Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

CLAIMS AGAINST THE CITY

1) GOVERNMENT TORT CLAIM DENIALS

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

- Estate of Juan Marin vs. The City of West Covina
- Carmen Piceno vs. The City of West Covina

ORDINANCES FOR ADOPTION - Procedural Waiver. *Waive full reading of each ordinance on the agenda and authorize the approval of each ordinance by title only.*

COMMUNITY DEVELOPMENT

- #### **2) APPROVAL OF FINAL PARCEL MAP NO. 74787**
- LOCATION : 845 S. SUNKIST AVENUE**
SUBDIVIDER: SILVERADO PROPERTY GROUP, LLC

It is recommended that City Council adopt the following resolution:

RESOLUTION NO. 2019-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 74787 LOCATED AT 845 S. SUNKIST AVENUE (SILVERADO PROPERTY GROUP, LLC)

3) STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION 2018 EDITION – ORDINANCE INTRODUCTION

It is recommended that the City Council introduce the following ordinance:

ORDINANCE NO. 2448 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REENACTING SECTION 19-1 OF ARTICLE 1 OF CHAPTER 19 OF THE MUNICIPAL CODE RELATED TO STANDARDS FOR CITY STREETS AND CONSTRUCTION

FIRE DEPARTMENT

4) FIRE STATION PRE-ALERTING SYSTEM

It is recommended that the City Council take the following actions:

1. Approve a purchase order for US Digital Designs, Inc., in the amount of \$420,637.80 (including sales tax, delivery, installation, and warranty) for the purchase of a fire station pre-alerting system and waive formal contract procedures based upon a finding that the requirements of West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), which allows such waivers are met because another local agency originally obtained the bid pursuant to formal contract procedures at least as rigorous as those of the city.
2. Appropriate \$420,637.80 from the General Fund Balance to Account No. 160.80.7003.7900; and
3. Approve the following resolution:

RESOLUTION NO. 2019-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2018, AND ENDING JUNE 30, 2019 (US DIGITAL DESIGNS, INC.)

PUBLIC SERVICES

5) APPROVAL OF SECOND AMENDMENT TO MV TRANSPORTATION, INC. AGREEMENT FOR TRANSIT SERVICES

It is recommended that the City Council approve the Second Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2019 through March 2, 2020 (Attachment No.1).

END OF CONSENT CALENDAR

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

6) DEPARTMENT HEAD CONTRACT SURVEY

It is recommended that the City Council institute a process where the City Manager provides courtesy notice to the City Council prior to making an employment offer to any new Department Head.

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

7) REQUEST FROM COUNCILMAN DARIO CASTELLANOS REQUESTING THE CITY COUNCIL'S CONSIDERATION TO HAVE CITY STAFF CONTACT SOUTHERN CALIFORNIA EDISON TO DETERMINE COSTS AND BENEFITS OF CONVERTING STREET LIGHTS TO LED

It is recommended that the City Council provide staff direction.

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting

3/19/19

7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

- a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
- b. The city council may establish a limit on the duration of oral communications.
- c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
- d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

- a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
- b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
 - a. Addressing the Mayor and City Council without first being recognized.
 - b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
 - c. Repetitiously addressing the same subject.
 - d. Failing to relinquish the podium when directed to do so.
 - e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
 - f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.

No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars (\$1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 5, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: GOVERNMENT TORT CLAIM DENIALS

RECOMMENDATION:

It is recommended that the City Council deny the following Government Tort Claims and the claimants be notified:

- Estate of Juan Marin vs. The City of West Covina
- Carmen Piceno vs. The City of West Covina

DISCUSSION:

As you are aware, since all claims should be considered potential lawsuits, it is requested that all Councilmembers refrain from making specific public comments so as not to prejudice any claim. Specific questions should be referred to the City Attorney.

Prepared by: Nick Ledesma, Administrative Aide

Additional Approval: Edward M. Macias, Director of Human Resources and Risk Management

Fiscal Impact

FISCAL IMPACT:

None.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 5, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: **APPROVAL OF FINAL PARCEL MAP NO. 74787**
LOCATION : 845 S. SUNKIST AVENUE
SUBDIVIDER: SILVERADO PROPERTY GROUP, LLC

RECOMMENDATION:

It is recommended that City Council adopt the following resolution:

RESOLUTION NO. 2019-11 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 74787 LOCATED AT 845 S. SUNKIST AVENUE (SILVERADO PROPERTY GROUP, LLC)

BACKGROUND:

On November 28, 2017, the West Covina Planning Commission adopted Resolution No. 17-5927 conditionally approving Tentative Parcel map No. 74787. The parcel map created three residential lots from an existing 26,650 square foot vacant residential parcel. The size of each proposed parcel is shown in the table below:

PARCEL NO.	PARCEL SIZE
1	8,500 sq. ft.
2	8,500 sq. ft.
3	9,650 sq. ft.

DISCUSSION:

Silverado Property Group, LLC, owner, has submitted the final parcel map for approval. The owner has satisfied all the conditions of approval for the parcel map and has bonded for all required on-site and off-site improvements. The map has been reviewed and determined to be in compliance with the current State law and is technically correct. In accordance with Section 66458 of the California Government Code, the final parcel map must be approved or disapproved at the first City Council Meeting at which it is received, or at the next regular meeting. If no action is taken by the next regular meeting of the City Council, the map shall be deemed approved.

The recordation of the final parcel map is dependent on the developer's actions. The developer needs to arrange with Los Angeles County to pay all current property taxes and bond for future property tax encumbrance.

Since the parcel map meets all the conditions for approval and is in substantial compliance with the previously approved tentative map, there is no alternative for final parcel map approval (Section 66474.1 of the State Government Code).

The approval of the final map is a ministerial action. CEQA Guidelines section 15268 states that "ministerial projects are exempt from the requirements of CEQA." Therefore there is no CEQA action required.

Prepared by: Miguel Hernandez, Public Works Project Supervisor

Fiscal Impact

Budgeted Y/N: N

FISCAL IMPACT:

No fiscal impact.

Attachments

Attachment No. 1 - Location Map

Attachment No. 2 - Resolution No. 2019-11

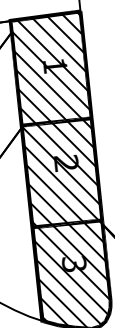
PROPOSED PARCEL MAP NO. 74787

SAN BERNARDINO FRWY - I10

GARVEY AVENUE NORTH

GARVEY AVENUE SOUTH

CAMERON



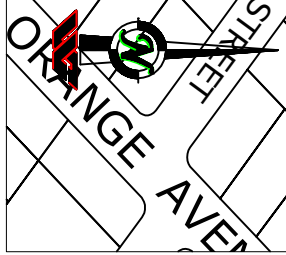
MEEKER AVENUE

SUNKIST AVENUE

VAN HORN AVENUE

SHERWAY STREET

ELDER STREET



RESOLUTION NO. 2019-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 74787 LOCATED AT 845 S. SUNKIST AVENUE (SILVERADO PROPERTY GROUP, LLC)

WHEREAS, there has been submitted to the City Council by the owner and subdivider thereof, a final subdivision map of Parcel Map No. 74787 which has been approved by the Planning Commission and the City Engineer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA DOES HERBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the final subdivision map of Parcel Map No. 74787 has been submitted to the City Council and the same is hereby approved.

SECTION 2. That the proper officers of the City of West Covina are hereby authorized and instructed to execute said final map on behalf of the City.

SECTION 3. That, as determined by the City Council, Parcel Map No. 74787 is consistent with the General Plan of the City of West Covina and the Specific Plan as adopted for the area.

SECTION 4. That Parcel Map No. 74787 will not unreasonably interfere with the free and complete exercise of public utilities.

SECTION 5. That the City Clerk shall certify to the adoption of this resolution.

SECTION 6. That the City Clerk shall transmit a certified copy of this resolution to utility companies.

APPROVED AND ADOPTED this 5th day of March 2019.

Lloyd Johnson, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott Porter
City Attorney

Nickolas S. Lewis
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 5th day of March 2019, by the following vote of City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Nickolas S. Lewis
City Clerk



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 5, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

**SUBJECT: STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION 2018 EDITION –
ORDINANCE INTRODUCTION**

RECOMMENDATION:

It is recommended that the City Council introduce the following ordinance:

ORDINANCE NO. 2448 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REENACTING SECTION 19-1 OF ARTICLE 1 OF CHAPTER 19 OF THE MUNICIPAL CODE RELATED TO STANDARDS FOR CITY STREETS AND CONSTRUCTION

DISCUSSION:

The Standard Specifications for Public Works Construction, popularly known as the “Greenbook”, was originally published in 1967. This publication provides standard specifications such as paving specifications for public works projects. The City of West Covina, like most cities in Southern California, has utilized these specifications by reference within all of its Public Works contracts since the first edition in 1967.

A 25-member committee, comprised of various organizations, carries on the function to study and update the provisions of these specifications to reflect the constantly changing technology and advanced thinking of the construction industry. This committee convenes monthly to consider new changes which have been researched and approved by the committee during the preceding year and published in pamphlet form as amendments to the current edition.

On September 12, 2012, the City adopted Ordinance No. 2237 to adopt the 2012 Edition of the Greenbook. The 2018 Edition is the 18th edition of the Greenbook and has some changes, which are mostly clarification to methods of construction, use of materials, and emphasis on public convenience and safety in construction zones.

The Standard Specifications for Public Works Construction are updated periodically and it is necessary to re-adopt the Standard Specifications for the City to use the current version. The specifications are extremely helpful to staff in implementing good professional practices for Public Works projects. The City Attorney has reviewed and approved the ordinance as to form.

Because the 2012 edition of the Greenbook was adopted specifically by date and edition in the Municipal Code, it is necessary to amend the Code. The proposed Code Amendment will allow the Greenbook to be updated in the

future without the need for an amendment to the Municipal Code.

LEGAL REVIEW:

The City Attorney's Office has reviewed the proposed ordinance as to form and content and has concluded that it is in compliance with both State and federal law.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation; or
2. Provide alternative direction.

ENVIRONMENTAL IMPACT:

This Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15061 because CEQA only applies to projects which have the potential to have a significant impact on the environment. This ordinance makes only very minor revisions to the Streets, Sidewalks and Public Places section of the Municipal Code.

Prepared by: Jeff Anderson, Community Development Department

Fiscal Impact

FISCAL IMPACT:

None.

Attachments

Attachment No. 1 - Ordinance No. 2448

ORDINANCE NO. 2448

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REENACTING SECTION 19-1 OF ARTICLE 1 OF CHAPTER 19 OF THE MUNICIPAL CODE RELATED TO STANDARDS FOR CITY STREETS AND CONSTRUCTION

THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION NO. 1: Section 19.1 of Article 1 of Chapter 19, Streets, Sidewalks and Public Places, is repealed and reenacted as stated below:

19-1 City standards -- Adoption and modification.

All public improvements, construction and dedications required and described in this Chapter shall conform to the standards and specifications of the City as specified in this chapter and in the printed standards on file in the offices of the City Clerk and City Engineer and in the applicable portions of the latest editions of the State of California, Department of Transportation "Standard Specifications" and the American Public Works Association "Standard Specifications for Public Works Construction", copies of which are also on file in said offices. The printed standards and specifications are adopted and authority is vested in the City Engineer to amend and change such standards and specifications from time to time as the City Engineer deems to be in the best public interest, provided such amendments and changes are filed with the City Clerk prior to implementation.

PASSED, APPROVED AND ADOPTED this 5th day of March, 2019.

Lloyd Johnson, Mayor

ATTEST:

Nickolas S. Lewis
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I, Nickolas S. Lewis, City Clerk of the City of West Covina, do hereby certify that the foregoing Ordinance No. was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 5th day of March 2019. That, thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 19th day of March 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

Nickolas S. Lewis
City Clerk

APPROVED AS TO FORM:

Scott Porter, City Attorney



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 5, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: FIRE STATION PRE-ALERTING SYSTEM

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve a purchase order for US Digital Designs, Inc., in the amount of \$420,637.80 (including sales tax, delivery, installation, and warranty) for the purchase of a fire station pre-alerting system and waive formal contract procedures based upon a finding that the requirements of West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), which allows such waivers are met because another local agency originally obtained the bid pursuant to formal contract procedures at least as rigorous as those of the city.
2. Appropriate \$420,637.80 from the General Fund Balance to Account No. 160.80.7003.7900; and
3. Approve the following resolution:

RESOLUTION NO. 2019-12 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2018, AND ENDING JUNE 30, 2019 (US DIGITAL DESIGNS, INC.)

BACKGROUND:

The West Covina Fire Department ("Fire Department") provides 24-hour emergency response and is required to provide a fire station control and emergency response alerting system ("fire station pre-alerting system") in which emergency responses are received at each fire station. The current fire station alerting system is not a fire station pre-alerting system and was originally purchased from Zetron before the use of modern voice-data networks. For a number of years, the hardware associated with the Zetron fire station alerting system has been failing. Staff contacted Zetron and determined that the fire station alerting system has reached its end-of-life as replacement parts are unavailable. The process to alert each fire station is delayed because Dispatch personnel need to manually alert each unit at each fire station.

A new fire station pre-alerting system will improve Fire Department response times by leveraging the capability of the City's voice-data network to alert multiple fire stations of separate emergency incidents simultaneously. The new fire station pre-alerting system will send the vocal and visual notifications and alarms using an Internet Protocol (IP) pathway that does not need to wait for the dispatch channel to be clear, allowing the broadcast of an event immediately upon assignment (less than one second delay). In comparison, the current Zetron fire station alerting system is radio based which causes delays in alerting multiple stations because paging tones take time to go through. With a network-based fire station pre-alerting system, all alerting goes out nearly simultaneously, within microseconds of each other. With the new fire station pre-alerting system, the Dispatcher commits a call and the

information is sent to the proper units automatically.

DISCUSSION:

The current Zetron fire station alerting system has experienced systemic system failure and is no longer supported. The City needs to replace the Zetron fire station alerting system due to system obsolescence, a lack of reliable, cost effective support, and unavailability of replacement parts. While the system has experienced failures that have been repaired, staff is concerned that the system may completely fail and not come back online.

To facilitate the purchase, Staff identified a cooperative public agency agreement between National Purchasing Partners, Government Division (“NPPGov”), and US Digital Designs, Inc. (“USDD”). NPPGov is a non-profit that provides group purchasing, marketing, and administrative support for governmental entities. Public agencies may purchase products and services by leveraging NPPGov contracts with the confidence that all government requirements for competitive bidding have been met. Access to NPPGov contracts is free for public agencies with no purchasing obligations. USDD is an engineering and product development company specializing in the design and manufacture of fire station pre-alerting systems. Other agencies in Southern California that utilize USDD’s fire station pre-alerting system includes the City of San Diego, City of Burbank, and City of Downey.

The USDD agreement with NPPGov extends the following terms to the City:

- Ten percent discount off the published list price, or a cost avoidance of approximately \$42,000 during the initial term.
- Integration with station egress lighting to light the exit path with eye sensitive LED lights; speakers with a red illuminating light to calmly light up the room and gradual ramped up tones; and LED message display hardware to visually display the emergency information for the firefighters.
- Networking hardware is utilized to have communications over the network that will sync the data transmissions from the Dispatch center to the fire stations. The network hardware will also help configure the other network hardware and equipment in the fire stations.
- Fire station pre-alerting mobile application which can be accessed from mobile devices already assigned to each fire apparatus. The mobile application will provide the fire stations with simultaneous alerts, such as dispatch announcements, administrative alerts, information technology (IT) support notifications, and application update notifications. The mobile alerts show incident location using the devices’ built-in mapping capabilities, enabling users to save notifications for future reference, and provides the Fire Department with a dependable means of redundant notification for situational awareness and efficient response purposes.
- Leverage existing interface from CAD system to USDD fire station pre-alerting system and inter-agency interface link with other regional agencies using USDD (avoiding a new costly interface or work-around).

NPPGov utilized an RFP process that is more stringent than the requirements of the West Covina Municipal Code. The RFP was published in USA Today, Daily Journal of Commerce, and on the following websites: nppgov.com, www.procurementauthority.org and findrfp.com. The RFP was mailed directly to six companies known to provide such equipment and services. The contract was awarded to one of three bidders only after considers the factors of pricing, product line, conformance with RFP requirements, customer service, and experience, among others.

Staff is proposing to purchase a fire station pre-alerting system that will link all five fire stations with the Public Safety Dispatch center. The fire station pre-alerting system will be purchased from USDD by piggybacking off the NPPGov Master Price Agreement Contract No. VH11614. Prior to awarding the agreement, the following steps were taken:

- NPPGov issued a Request for Proposals (RFP) No. 1425 (Station Alerting) on October 22, 2014, which was publicized in USA Today and in the Daily Journal of Commerce.
- RFP No. 1425 (Station Alerting) identified evaluation factors and their relative importance.
- Three proposals were received and evaluated based on the criteria contained in the RFP.
- USDD was awarded the contract.

The West Covina Municipal Code Chapter 2, Article VII, Division 2, Sec. 2-333(i)(2), authorizes the City to

contract for equipment and services directly with vendors on terms obtained pursuant to a competitive procurement process led by another county, city, special district, or other local agency whose formal contract procedures are at least as rigorous as those of the City.

The Zetron system is one component of the Fire Station alert system. In addition, the microwave communication hardware system, which allows the communication between fire stations and other City facilities has been failing and needs to be replaced. Staff is examining replacement costs for this system, as well as other alternatives.

OPTIONS:

The City Council has the following options:

1. Approve Staff's recommendation;
2. Reject the NPPGov contract and direct staff to issue an RFP. Because this is already an NPPGov contract, it is unlikely that a lower bid for the same equipment will be received; or
3. Provide alternative direction.

Prepared by: Larry Whithorn, Fire Chief

Fiscal Impact

FISCAL IMPACT:

The total cost for the US Digital Design (USDD) fire station pre-alerting system is \$420,637.80 (including sales tax, delivery, installation, and warranty).

Project #	Project Account #	GL Account #	Funding Needed
19038	19038.160.7900	160.80.7003.7900	\$420,637.80

There are no available funds in the current operating budget. Funding would need to be appropriated from the General Fund Reserves.

Attachments

Attachment No. 1 - US Digital Design Quote No. CA WCV001

Attachment No. 2 - NPPGov Master Price Agreement Contract No. VH11614

Attachment No. 3 - Public Procurement Authority Notice Solicitation RFP No. 1425

Attachment No. 4 - Public Procurement Authority Solicitation Synopsis No. 1425

Attachment No. 5 - Budget Amendment Resolution No. 2019-12

Budget Amendment - Exhibit 1

CITY COUNCIL GOALS & OBJECTIVES: Identify Resources to Provide Better Public Safety

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

West Covina, CA
West Covina Fire Department

Project:

G2 Fire Station Alerting System
1 Dispatch Systems / 5 Station Systems

Proposal number:

CA_WCOV001

Revision #

2

[Pricing Protected] per Public Procurement Authority (PPA), Master Price Agreement (MPA) and available to members of National Purchase Partners, LLC dba FireRescueGPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov - more information available at <https://nppgov.com/contract/us-digital-designs> **M-5705138**

Quote Date:

15-Jan-2019

Quote Expires:

15-Apr-2019

FOR FINAL INSTALLATION CONTACT:

Bergelectric Corp.

Felix Martin: fmartin@bergelectric.com

By:

Luke Eddington

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

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[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

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QUOTE

DATE: 1/15/19

Expires: 4/15/19

Quote SUBMITTED TO:

West Covina, CA

West Covina Fire Department

REF PROPOSAL

CA_WCOV001 v2

DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

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

DISPATCH SYSTEM INTERFACES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI1	LOT	USDD	0	Radio System Interface (Full Console Interface - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting)	RSI	\$ 13,650.00	\$ 12,285.00	\$ -	
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
DI3	LOT	CAD	1	CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	PCAD-I	\$ 11,950.00	\$ 10,755.00	\$ 10,755.00	

DISPATCH SYSTEM COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@2RU each	G2-GW	\$ 9,250.00	\$ 8,325.00	\$ 8,325.00	
DC1b	PR	USDD	0	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each	G2-GW	\$ 7,220.00	\$ 6,498.00	\$ -	
DC2	Kit	USDD	1	Multi-Port Ethernet Interface Pair (8 Ports Total) to support additional networks	MPE-8	\$ 1,175.00	\$ 1,057.50	\$ 1,057.50	
DC3a	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 2,075.00	\$ 1,867.50	\$ -	
DC3b	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 2,075.00	\$ 1,867.50	\$ 1,867.50	
DC4	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -	
DC5	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC6	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -	

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

PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	\$ 54,078.75
	Shipping Total:	\$ 126.00
	System Subtotal	\$ 54,204.75

PRIMARY DISPATCH WARRANTY & SUPPORT

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

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

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

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL: \$ 54,204.75

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

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL:	\$ 54,078.75
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$ 126.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$ -
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$ 54,204.75

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

US DIGITAL DESIGNS

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Tempe, Arizona 85281

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

QUOTE

DATE: 1/15/19
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Quote SUBMITTED TO:
West Covina, CA
West Covina Fire Department

REF PROPOSAL
CA_WCOV001 v2

STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_WCOV.ALL STATIONS.FSA.2018.01.27.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. One-Time/Perpetual (unless further USDD modification is needed)	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	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	5	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 3,262.50	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 99.00	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -	
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	8	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 7,560.00	

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	0	MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 38.00	\$ 34.20	\$ -	
SP9e	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 49.00	\$ 44.10	\$ 88.20	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	3	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 5,467.50	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	15	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 4,387.50	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - 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-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	9	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 688.50	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	6	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,674.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 495.00	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Bergelectric Corp	ST-INST	\$ 25,719.63	\$ 23,147.66	\$ 23,147.66	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,281.62	\$ 2,053.46	\$ 2,053.46	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,037.10	\$ 933.39	\$ 933.39	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 518.55	\$ 466.70	\$ 466.70	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 77.78	\$ 70.00	\$ 70.00	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Statff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	

SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,666.95	\$ 4,200.26	6300.3825 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	\$ 4,666.95	\$ 4,200.26	\$ -	

STATION 01		System:	\$ 73,340.71
		Shipping:	\$ 1,316.00
		Warranty & Support:	\$ -
		STATION SUBTOTAL:	\$ 74,656.71

Warranty & Support Notes:

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

Station System Installation Notes:	
01 -	Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 -	Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 -	USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 -	Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 -	Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 -	Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 -	Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 -	Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 -	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 -	Structural backing for system devices and other millwork (not specifically detailed) by others.
11 -	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 -	All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 -	All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 -	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. 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: 1/15/19
Expires: 4/15/19

Quote SUBMITTED TO:
West Covina, CA
West Covina Fire Department

REF PROPOSAL
CA_WCOV001 v2

STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_WCOV.ALL STATIONS.FSA.2018.01.27.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. One-Time/Perpetual (unless further USDD modification is needed)	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	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 2,610.00	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 99.00	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ 1,147.50	
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	8	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 7,560.00	

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	2	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	\$ 68.40	
SP9e	Ea	USDD	0	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	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	2	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 3,645.00	
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 Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	24	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 7,020.00	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - 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-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	5	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 382.50	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	7	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,953.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ 495.00	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Bergelectric Corp	ST-INST	\$ 35,482.49	\$ 31,934.24	\$ 31,934.24	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,130.12	\$ 1,917.11	\$ 1,917.11	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,065.06	\$ 958.55	\$ 958.55	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 532.53	\$ 479.28	\$ 479.28	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 79.88	\$ 71.89	\$ 71.89	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Statff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	

SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,792.77	\$ 4,313.49	6470.2395 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	\$ 4,792.77	\$ 4,313.49	\$ -	

STATION 02		System:	\$ 83,288.77
		Shipping:	\$ 1,399.00
		Warranty & Support:	\$ -
		STATION SUBTOTAL:	\$ 84,687.77

Warranty & Support Notes:

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

Station System Installation Notes:	
01 -	Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 -	Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 -	USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 -	Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 -	Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 -	Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 -	Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 -	Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 -	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 -	Structural backing for system devices and other millwork (not specifically detailed) by others.
11 -	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 -	All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 -	All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 -	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. 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: 1/15/19
Expires: 4/15/19

Quote SUBMITTED TO:
West Covina, CA
West Covina Fire Department

REF PROPOSAL
CA_WCOV001 v2

STATION-LEVEL

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_WCOV.ALL STATIONS.FSA.2018.01.27.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. One-Time/Perpetual (unless further USDD modification is needed)	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	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 2,610.00	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ 99.00	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 99.00	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -	
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	7	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 6,615.00	

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	2	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	\$ 68.40	
SP9e	Ea	USDD	0	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	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	2	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 3,645.00	
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 Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	8	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 2,340.00	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - 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-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	8	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 612.00	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,395.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Bergelectric Corp	ST-INST	\$ 27,581.83	\$ 24,823.65	\$ 24,823.65	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,240.65	\$ 2,016.59	\$ 2,016.59	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,120.33	\$ 1,008.29	\$ 1,008.29	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 448.13	\$ 403.32	\$ 403.32	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 67.22	\$ 60.50	\$ 60.50	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	

SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,033.17	\$ 3,629.85	5444.7795 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	\$ 4,033.17	\$ 3,629.85	\$ -	

STATION 03		System:	\$ 68,644.04
		Shipping:	\$ 1,087.00
		Warranty & Support:	\$ -
		STATION SUBTOTAL:	\$ 69,731.04

Warranty & Support Notes:

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

Station System Installation Notes:	
01 -	Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 -	Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 -	USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 -	Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 -	Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 -	Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 -	Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 -	Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 -	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 -	Structural backing for system devices and other millwork (not specifically detailed) by others.
11 -	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 -	All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 -	All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 -	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. 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: 1/15/19
Expires: 4/15/19

Quote SUBMITTED TO:
West Covina, CA
West Covina Fire Department

REF PROPOSAL
CA_WCOV001 v2 STATION-LEVEL

STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_WCOV.ALL STATIONS.FSA.2018.01.27.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. One-Time/Perpetual (unless further USDD modification is needed)	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	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	3	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 1,957.50	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -	
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	6	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 5,670.00	

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	2	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	\$ 68.40	
SP9e	Ea	USDD	0	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	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	3	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 5,467.50	
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -	
SP12d	Ea	USDD	0	RR2 Surface Mount Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	10	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 2,925.00	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - 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-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	7	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 535.50	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,395.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Bergelectric Corp	ST-INST	\$ 27,269.54	\$ 24,542.58	\$ 24,542.58	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,270.40	\$ 2,043.36	\$ 2,043.36	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,135.20	\$ 1,021.68	\$ 1,021.68	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 454.08	\$ 408.67	\$ 408.67	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 68.11	\$ 61.30	\$ 61.30	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Statff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	

SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,086.72	\$ 3,678.05	5517.072 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	\$ 4,086.72	\$ 3,678.05	\$ -	

STATION 04		System:	\$ 68,944.80
		Shipping:	\$ 1,071.00
		Warranty & Support:	\$ -
		STATION SUBTOTAL:	\$ 70,015.80

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

Station System Installation Notes:	
01 -	Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 -	Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 -	USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 -	Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 -	Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 -	Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 -	Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 -	Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 -	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 -	Structural backing for system devices and other millwork (not specifically detailed) by others.
11 -	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 -	All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 -	All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 -	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. 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: 1/15/19
Expires: 4/15/19

Quote SUBMITTED TO:
West Covina, CA
West Covina Fire Department

REF PROPOSAL
CA_WCOV001 v2

STATION-LEVEL

STATION 05

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.CA_WCOV.ALL STATIONS.FSA.2018.01.27.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. One-Time/Perpetual (unless further USDD modification is needed)	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	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,325.00	\$ 6,592.50	\$ -	
SC3	Kit	USDD	0	Rack Mount Ears for ATX or EXP	ATX-E	\$ 54.00	\$ 48.60	\$ -	
SC4	Kit	USDD	0	Base Plate for ATX or EXP	ATX-P	\$ 54.00	\$ 48.60	\$ -	
SC5	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ 830.70	
SC6	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 51.30	\$ 51.30	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	Atlas	1	Audio Amplifier, External, Standard	AMP	\$ 987.00	\$ 888.30	\$ 888.30	
SP1b	Ea	Atlas	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 66.00	\$ 59.40	\$ 59.40	
SP2	Ea	USDD	3	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ 1,957.50	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 877.50	\$ -	
SP3b	Ea	USDD	0	Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	\$ 1,377.57	\$ 1,239.81	\$ -	
SP3c	Ea	USDD	0	Flat Panel / TV Mount- Universal 23"-46" Tilt	FPM-U	\$ 107.86	\$ 97.07	\$ -	
SP4	Ea	USDD	0	G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,275.00	\$ 1,147.50	\$ -	
SP5	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
SP6	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ -	
SP7	Ea	USDD	0	G2 MESSAGE REMOTE 2 Module (2017 Version 2)	MR2	\$ 1,275.00	\$ 1,147.50	\$ -	
SP9a	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 915.00	\$ 823.50	\$ -	
SP9b	Ea	USDD	6	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 5,670.00	

SP9c	Ea	USDD	0	G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 1,575.00	\$ 1,417.50	\$ -	
SP9d	Ea	USDD	2	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	\$ 68.40	
SP9e	Ea	USDD	0	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	\$ -	
SP9f	Ea	USDD	0	MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 73.00	\$ 65.70	\$ -	
SP11	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 516.60	
SP12a	Ea	USDD	2	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ 3,645.00	
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 Back Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-BB	\$ 175.00	\$ 157.50	\$ -	
SP15	Ea	USDD	13	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 3,802.50	
SP16	Ea	USDD	0	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ -	
SP17a	Ea	USDD	0	G2 SPEAKER - OmniStrobe - 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-OMS	\$ 815.00	\$ 733.50	\$ -	
SP17b	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OMS-BFC	\$ 13.00	\$ 11.70	\$ -	
SP17c	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OMS-DCB	\$ 48.00	\$ 43.20	\$ -	
SP17d	Ea	USDD	0	SPK-OMS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OMS-SMB	\$ 42.00	\$ 37.80	\$ -	
SP18a	Ea	Bogn	4	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ 306.00	
SP18b	Ea	Bogn	0	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 85.00	\$ 76.50	\$ -	
SP19	Ea	Bogn	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 310.00	\$ 279.00	\$ 1,395.00	
SP20	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ 53.00	\$ 47.70	\$ -	
SP21	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ 550.00	\$ 495.00	\$ -	
SP22	Ea	USDD	0	Miscellaneous	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Bergelectric Corp	ST-INST	\$ 25,296.32	\$ 22,766.69	\$ 22,766.69	
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,205.15	\$ 1,984.64	\$ 1,984.64	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,323.09	\$ 1,190.78	\$ 1,190.78	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 661.55	\$ 595.39	\$ 595.39	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 66.15	\$ 59.54	\$ 59.54	
SS7a	Ea	USDD	0	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Statff)	TRA-UT-O	\$ 4,025.00	\$ 3,622.50	\$ -	

SS7b	Ea	USDD	0	Station Training - User/Technician / Remote Refresh (2 Hours /	TRA-UT-R	\$ 600.00	\$ 540.00	\$ -	
SS8a	Ea	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
SS8b	Ea	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 4 Hours / (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 3,969.27	\$ 3,572.34	5358.5145 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	\$ 3,969.27	\$ 3,572.34	\$ -	

STATION 05		System:	\$ 66,289.73
		Shipping:	\$ 1,052.00
		Warranty & Support:	\$ -
		STATION SUBTOTAL:	\$ 67,341.73

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

Station System Installation Notes:	
01 -	Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 -	Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 -	USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 -	Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 -	Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 -	Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 -	Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 -	Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 -	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 -	Structural backing for system devices and other millwork (not specifically detailed) by others.
11 -	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 -	All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 -	All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 -	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. 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

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

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 1/15/19

Expires: 4/15/19

Quote SUBMITTED TO:

West Covina, CA

West Covina Fire Department

REF PROPOSAL

CA_WCOV001 v2

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
DISPATCH-LEVEL SUBTOTAL	\$	54,204.75
Includes:		
PRIMARY DISPATCH G2 FSA SYSTEM :	\$	54,204.75
PRIMARY DISPATCH WARRANTY & SUPPORT :	\$	-
STATION-LEVEL SUBTOTAL	\$	366,433.05
Includes:		
STATION 01 SYSTEM:	\$	74,656.71
STATION 01 WARRANTY & SUPPORT:	\$	-
Includes:		
STATION 02 SYSTEM:	\$	84,687.77
STATION 02 WARRANTY & SUPPORT:	\$	-
Includes:		
STATION 03 SYSTEM:	\$	69,731.04
STATION 03 WARRANTY & SUPPORT:	\$	-
Includes:		
STATION 04 SYSTEM:	\$	70,015.80
STATION 04 WARRANTY & SUPPORT:	\$	-
Includes:		
STATION 05 SYSTEM:	\$	67,341.73
STATION 05 WARRANTY & SUPPORT:	\$	-
Notes: Bergelectric Corp will be doing the installation.		
US Digital Designs System Total	\$	420,637.80

(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

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

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

RECITALS

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

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F, including Purchaser’s Request for Proposal RFP No. 1425 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

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

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

1.4 “EUAA” means an End User Acknowledgement and Agreement hereafter entered into between Vendor and a Purchaser (other than the Lead Contracting Agency) in a form acceptable to Vendor in its sole discretion, which shall address, among other issues (i) the warranty applicable to the Products and Services, (ii) Vendor’s retention of its intellectual property rights, (iii) licensing of Vendor’s intellectual property rights to Purchaser, (iv) the terms of installation, technical specifications, and scope of work, and (v) any other terms and conditions necessary to facilitate and govern the transaction. A sample EUAA is attached at Attachment F.

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

1.6 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.7 “National Purchasing Partners” or “NPP” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.8 “Participating Agencies” shall mean the governmental and non-profit entities (other than the Lead Contracting Agency) that access and purchase Product and Services through this Agreement.

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

1.10 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.11 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.12 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. Once issued, Purchaser shall not withdraw its Purchase Order except as otherwise set forth in this Article. In the event that the provisions of this Agreement

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

2.3 Purchaser agrees that no Purchase Order issued hereunder shall be binding on Vendor unless and until the following contingencies (“Contingencies”) are satisfied or waived in writing by Vendor:

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

2.3.2 The execution of a separate written contract between Vendor and Purchaser, in a form acceptable to Vendor in its sole and absolute discretion, for service and maintenance of the System after expiration of the warranty period for the Products and Services delivered hereunder (the “Service Agreement”).

2.4 Vendor may reject any Purchase Order issued under this Agreement upon written notice to if at any time it determines, in its sole discretion, that any of the Contingencies have failed or are unlikely to occur. At any time after the issuance of a Purchase Order, Purchaser may give Vendor notice of its intent to withdraw the Purchase Order if the Contingencies are not satisfied or waived within 180 days of the notice. Thereafter, within the 180 day period, Vendor may provide written notice to Purchaser of (i) its consent to withdrawal of the Purchase Order, or (ii) the satisfaction or waiver of the Contingencies. If Vendor consents to withdrawal of the Purchase Order, the Purchase Order shall be deemed withdrawn as of the effective date of Vendor’s notice. If Vendor gives notice of the waiver or satisfaction of the Contingencies, Purchaser shall not withdraw the Purchase Order. If Vendor fails to give notice of waiver or satisfaction of the Contingencies, the Purchase Order shall be deemed withdrawn at the expiration of the 180 day period.

2.5 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies.

2.6 This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase, at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party. Purchaser expressly acknowledges and agrees that Vendor may sell, at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement to any third party, including Participating Agencies, either through this Agreement or any other agreement.

2.7 In case of any conflict or inconsistency between the EUAA and the Contract Documents, the EUAA shall control. In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor’s Proposal; and
- (iii) The RFP.

2.8 Extension of contract terms to Participating Agencies:

2.8.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies that have executed an Intergovernmental Cooperative Purchasing Agreement (“IGA”) as may be required by each Participating Agency’s local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to the EUAA, the Service Agreement, and ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were “Purchaser” hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.8.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.9 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service’s Procurement List (“Procurement List”) pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for two (2) calendar years from the effective date of this Agreement (“Initial Term”). Upon termination of the original two (2) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods (each a “Renewal Term”); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the Master Price Agreement by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Price Agreement term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

3.3 The forgoing terms of this Article apply only between Vendor and the Lead Contracting Agency. The “Term and Termination” terms as between Vendor and any Participating Agency may be addressed in the EUAA.

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, plus actual shipping costs. The pricing schedule set forth on Attachment A hereto shall remain fixed for the Term of this Agreement.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser. Additional invoicing terms may be addressed in the EUAA.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) or the EUAA shall specify any and all other taxes, costs, and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.5 Subject to Attachments A and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB at Purchaser's Destination. If there are handling fees, these also shall be included in the pricing. All shipping costs prepaid by Vendor shall be itemized and included in Vendor's invoices and payable by Purchaser.

4.6 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.7 Vendor shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title passes to Purchaser upon delivery of Products to Purchaser's Destination.

ARTICLE 5 – INSURANCE

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

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

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Public Procurement Authority. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Public Procurement Authority under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Authority.

5.5 The forgoing terms of this Article apply only between Vendor and the Lead Contracting Agency. Insurance required by any Participating Agency may be addressed in the EUAA.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

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

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - RESERVED

ARTICLE 9 – RESERVED

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and, at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / INTELLECTUAL PROPERTY AND LICENCE

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Purchaser hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. Purchaser agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed

to or contained within or accessed in conjunction with or through USDD's products. Nothing herein shall be deemed to give, transfer, or convey to Purchaser any rights in the Intellectual Property other than the license to use the Software, as set forth below.

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

ARTICLE 12 – RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

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

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

ARTICLE 16 - FORCE MAJEURE

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

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

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

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

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

ARTICLE 23 - GOVERNING LAW

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

ARTICLE 24 - COUNTERPARTS

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

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

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contracts Manager
Public Procurement Authority

Dated: Aug 21, 2015

VENDOR:

US Digital Designs, Inc.

By Signature: Dominic Magnoni

Printed Name: Dominic Magnoni

Title: Vice President

Dated: August 21, 2015

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

STATION ALERTING PRICING SCHEDULE

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

Item 25. G2 Strobe Light / Red LED (STR) Item 26. G2 Color Indicator Remote – up to 8 unique colors (CIR) Item 27. Push Button, standard (black) (PBIB) Item 28. Push Button, Emergency (red) (PBIR) Item 29. Audio Amplifier, external, standard (AMP) Item 20. Speaker – APP/Weatherized (A25), Surface 70v (SPKIWISM) Item 21. Speaker – standard flush mount, 8Ω/70v (S86) (SPKISTDIFM) Item 22. Speaker – surface mount (MB) 8Ω/70v (SPKISTDISM) Item 23. G2 LED speaker – Flush Mount 8Ω/70v (SPKILEDIFM) Item 24. G2 LED speaker – Surface Mount (MB) 8Ω/70v (SPKILEDISM) Item 25. Transformer, 8ohm to 70v, external (XFMR) Item 27. ATX UPS, standard (UPSISTD) Item 28. UPS Extended Runtime battery (UPSIEXT)	
Labor Services <ul style="list-style-type: none"> • Project Management • Engineering Services • Installation • Support Services 	10% off hourly rates
Maintenance Services (applicable only during Warranty Period to items NOT covered under Warranty—discount does not apply to post-warranty Service Agreement)	10% off hourly rates

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

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES NOT INCLUDED IN PROPOSAL

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

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

(The Vendor's Proposal is incorporated herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

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

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

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

Form End User Acknowledgement and Agreement

US DIGITAL DESIGNS



END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity ("End User"):

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

Recitals

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

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

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

1. **Definitions.** For purposes of this EUAA, the following terms shall have the following meanings:
 - a. “Additional Services” means any and all services performed by USDD at the instruction or request of End User through its authorized personnel, including any Engineering Services, that are not specifically included in the “Scope of Work” (as defined below).
 - b. “Communications Gateway” means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.
 - c. “Dispatch Customer” means any fire district, department, station, or other agency for which End User provides dispatch services.
 - d. “Engineering Services” means engineering or project management services performed by USDD’s employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation site.
 - e. “GaSi Audio Interface” means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.
 - f. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by USDD, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.
 - g. “Intellectual Property” means any and all rights of USDD related to USDD’s products, Software, and Hardware, existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
 - h. “Products” means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
 - i. “Quote” means the document attached as **Exhibit C**.
 - j. “Scope of Work” means the document attached at **Exhibit B**. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and Services included in the Quote.
 - k. “Service Agreement” means the document attached as **Exhibit D**.
 - l. “Services” means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.
 - m. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates,

modifications, revisions, copies, documentation, and design data that are licensed to End User by USDD under this Agreement.

- n. "Station Controller" means the CPU and related computer components (whether USDD's ATX or ATU model) to be installed at each fire station as described in the Quote.
- o. "System" means all Hardware and Software purchased by End User through the MPA or directly from USDD under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the "POCS" (as defined below), provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation End User's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by USDD. System also excludes any consumer electronics purchased through USDD (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).
- p. "VoiceAlert Radio" means the Software that controls the GaSi Audio Interface and functionality of the optional radio alert system.
- q. "Warranty" means the New System Warranty attached as **Exhibit E**.

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

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

3. **Invoices and Payment.**

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

4. **Design and Installation Services.**

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

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

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

- e. Thereafter, USDD and End User will collaborate to plan and document the Products, layout, and installation protocols for each individual installation sight and finalize the project schedule (collectively the “Design Phase”).
- f. As part of the Design Phase, USDD shall obtain bids from one or more of its certified installation contractors for installation of the Products at each installation site.
- g. All bids shall be for a set flat price.
- h. USDD shall submit said bids to the End User together with its recommendation for acceptance (“Bid Recommendation”).
- i. Unless End User objects in writing to the Bid Recommendation within seven days of its receipt thereof, USDD may accept the recommended bid and engage the contractor to perform the Installation.
- j. The pricing for the Installation shall be the installation contractor’s final bid price (together with the price of any subsequently approved change orders), plus 15% of the total cost of the Installation.
- k. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.
- l. Upon issuance of End User’s authorization to proceed, no changes will be made to the design of the System except upon written change order.

5. **Subsequent Purchases.** At any time during the term of the MPA, End User may purchase additional Products and Services, through the MPA, by issuance of a PO incorporating the terms of this EUAA.

6. **Training.** Pursuant to a mutually agreed upon schedule, USDD shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all additional training provided by USDD shall be charged at the hourly rates applicable under the MPA, plus reasonable costs and expenses incurred by USDD related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.

7. **Acceptance of Station Installation.** Upon substantial completion of installation at each fire station and at the End User’s dispatch center, USDD or its subcontractor shall prepare and deliver to End

User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"); or (iii) reject the installation by written notice to USDD specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of Work ("Rejection Notice"). If End User accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.

8. **System Acceptance Testing.** Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the System Administrator, USDD and End User shall jointly develop a written acceptance testing procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the End User to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute End User's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, including correction by USDD of any defects or deficiencies identified during the Acceptance Test period, End User shall provide USDD with a "Certificate of Completion" in a form acceptable to USDD. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide USDD with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, USDD has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may pursue its remedies under the MPA and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System.

9. **Reserved.**

10. **Warranty.** USDD warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.

11. **Service and Support Option.** Upon expiration of the "Warranty Period" (as defined in the Warranty), End User may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from USDD (each a "Service Option"). The compensation to be paid to USDD under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). USDD may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, USDD shall have no obligation to provide the services set forth in the Service Agreement unless and until End User exercises the Service Option and pays the Annual Fee. The "Lead Contracting Agency" (as defined in the MPA) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between USDD and End User and is not in any way part of or governed by the MPA.

12. **Intellectual Property.** End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or

contained within or accessed in conjunction with or through USDD's products. Nothing herein shall be deemed to give, transfer, or convey to End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.

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

14. **Insurance.**

- a. USDD shall purchase and maintain such insurance as required below for claims which may arise out of, or result from, USDD's operations under this Agreement, whether such operations are by USDD or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. USDD shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:
 - i. Commercial General Liability Insurance with limits of \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations total limit, and \$1,500,000 personal injury and advertising liability.
 - ii. Workers' Compensation and Employer's Liability with Workers' Compensation limits as required by [enter End User's State] and Employer's Liability limits of \$500,000/\$500,000/\$500,000.
- c. USDD has or shall submit the Certificates of Insurance evidencing coverage as specified above. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of Insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.

15. **End User Point of Contact.** End User shall assign a single natural person to manage the installation and administration of the System (the "System Administrator"). End User shall provide USDD with written notice of such assignment prior to the first Project Meeting. End User shall provide written notice to USDD of any change of System Administrator. The System Administrator shall have the principal responsibility of overseeing and managing this EUAA on behalf of End User and shall be the primary point of contact for End User. End User will ensure that the System Administrator is reasonably available to USDD and USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

16. **End User Obligations.** End User, either directly or through a third party, shall take and perform (and shall cause its Dispatch Customers to take and perform) all reasonable action necessary to facilitate USDD's performance of the Services hereunder. Without limiting the foregoing, End User shall be responsible for the following:

- a. The provision of VPN or other means for remote access to the System for installation, testing, and remote access support;

- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively “End User Equipment”), including printer paper, toner and ink necessary for the installation, testing and functionality of the System;
- c. For each “Communications Gateway” location, End User shall:
 - i. Provide rack or cabinet space of at least 2 RU for the installation of the Communications Gateway server pairs;
 - ii. Provide 2 15A/120V AC outlets for Communications Gateways within 4' of Communications Gateway installation location, preferably on a UPS/generator circuit;
 - iii. Provide 3 10/100 BASET LAN ports for Communications Gateways, which must have connectivity to the End User’s CAD system interface server for the station alerting interfaces, and connectivity to the fire station networks for station alerting;
 - iv. Provide 3 CAT5 patch cables from LAN ports to Communications Gateway installation location;
 - v. Prior to shipment of any Products, assign 4 IP addresses on the network where the Communications Gateways will reside, and provide the addresses to USDD, together with the subnet mask and default gateway address (two IP addresses are for physical Communications Gateways, one IP address is for the active Communications Gateway, and one IP address is for the Spider IF KVM); and
 - vi. Provide VPN access to the 4 IP addresses assigned to the Communications Gateways (access will be required for SSH (22), HTTP (80), and HTTPS (443));
- d. Provide the voice and data radio system, data network infrastructure, CAD system and CAD interface (on the CAD system itself), dispatch computers with current version web browser, and personnel skilled in End User’s radio and data systems;
- e. If End User purchases the VoiceAlert Radio connections option, for the Communications Gateway to radio system connection, End User shall:
 - i. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system, which must have PTT input, audio input, and COR output for full System functionality;
 - ii. Provide any third party console software licenses as necessary;
 - iii. Provide network access from Communications Gateways to radio consoles, if necessary;
 - iv. Provide 1 10/100BASET LAN port for the USDD GaSi Audio Interface, which must have connectivity to the Communications Gateways;
 - v. Provide 1 CAT5 patch cable from LAN port to USDD GaSi Audio Interface installation location; and
 - vi. Provide 1 IP address, subnet mask and default gateway address for the GaSi Audio Interface;
- f. At each ATX or ATU Station Controller installation site, End User shall:

- i. Provide mounting location for Station Controller;
- ii. Provide 1 15A/120V AC outlet within 4' of the Station Controller location preferably on a Generator circuit;
- iii. Provide mounting location for Station Controller UPS, if necessary;
- iv. Provide 1 10/100 BASET LAN connection within 6' of the Station Controller from station LAN with 2-way TCP/IP and UDP/IP connectivity to Communications Gateway network (dispatch center or computer equipment location);
- v. Provide 1 IP address, subnet mask, and default gateway for each station location;
- vi. Provide VPN access to the IP addresses assigned to the Station Controllers, which must provide access for SSH (22), HTTP (80), and HTTPS (443);
- vii. Provide connection to 70 volt speaker system if existing speaker system is to be used;
- viii. Provide dispatch radio for audio source for dispatch alerting, if necessary; and
- ix. Provide connections from telephone intercom, secondary dispatch radio, or other existing audio sources to the Station Controller, if necessary;
- g. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the End User Equipment, including the replacement of UPS batteries as necessary;
- h. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on End User property;
- i. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- j. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions;
- k. The security, accessibility, and integrity of the System, End User Equipment, and installation site; and
- l. Performing all duties of "Customer" set forth in the SOW.

17. Termination

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

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

- c. **For Failure to Complete Design Phase.** If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.

18. **Assignment.** The Parties shall not assign in whole or in part this EUAA without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, USDD may subcontract any or all of the Installation and Products manufacturing.

19. **Reserved.**

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

For the End User:

Name:

Title:

Address:

Fax:

Email:

For USDD:

US Digital Designs, Inc.

Attention: Dominic Magnoni

1835 East 6th Street, Suite 27

Tempe, Arizona 85281

Fax: 480-290-7892

Email: dmagnoni@usdd.com

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

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

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

24. **Entire Agreement.** This EUAA contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This EUAA supersedes and replaces the “terms and conditions” section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the MPA.

25. **Joint Effort.** This EUAA has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.

26. **Savings Clause.** In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the EUAA shall be and remain in full force and effect.

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

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

29. **Third Party Beneficiaries.** Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.

30. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.

[End User]:

US Digital Designs, Inc.:

By: _____
Name:
Its:
Date: _____

By: _____
DOMINIC MAGNONI,
Vice President
Date: _____

EXHIBIT A
Reserved

EXHIBIT B
Scope of Work

EXHIBIT C

Quote

EXHIBIT D
Service Agreement

EXHIBIT E
Warranty

US DIGITAL DESIGNS



NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the EUAA for a period of 18 months from the final execution date of the EUAA ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the EUAA.

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

3. **System Maintenance and Support.** During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the “Support Services”). The Services shall include the following:

a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;

c. 24 hour per day telephone access for End User’s System Administrator or designee to USDD’s senior staff and engineers in the event of a “Mission Critical Failure” (as defined below); and

d. Updates for all System Software, as and when released by USDD.

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

5. **Mission Critical Failure.** “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD’s direct control does not constitute a Mission Critical Failure. End User’s use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the EUAA, which will be charged at USDD’s then current rates.

6. **Exclusions and Limitations.** USDD’s obligations under this Warranty are contingent on the End User providing USDD with VPN access or other means for remote access to the System for remote diagnosis. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from End User’s failure to follow instructions relating to the product’s use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced. If at any time during the Warranty Period, Customer operates the System in a virtualized environment not provided by USDD or on any server other than dedicated servers provided by USDD, this Warranty shall not apply to server performance or compatibility with the remainder of the System. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

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

NOTICE OF SOLICITATION

PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1425

SOLICITATION FOR: STATION ALERTING

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

All Proposals must be signed, sealed and addressed to:

Mailing Address:

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

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

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

INQUIRIES:

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

855-524-4572 or questions@ProcurementAuthority.org

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

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

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

PUBLIC PROCUREMENT AUTHORITY

STATION ALERTING REQUEST FOR PROPOSAL

RFP NUMBER 1425

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IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: STATION ALERTING

1.0 INTENT:

1.1 GENERAL INTENT

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

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

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

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

This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

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

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

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

1.3 REQUIREMENTS

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

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

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

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

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

1.4 MULTIPLE AWARDS

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

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

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

1.5 CONTRACT USAGE

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

1.6 BACKGROUND OF NPP

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

1.7 EQUAL OPPORTUNITY

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

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835-.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 **SCOPE OF WORK:**

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

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

2.1.1 PROPOSER COMMITMENTS

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

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

2.2 PRODUCTS AND SERVICES:

- 2.2.1 Provide a description of the STATION ALERTING offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that participating agencies may order a broad range of products and services as appropriate for their needs.
- 2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies access to the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.2.5 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority and Participating Agencies (e.g. convenience cards, individual/member discounts, etc.)

2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:
 - A. A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided proposer includes a justification.
 - B. Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to purchasers based on volume.
- 2.3.2 If proposer responds with pricing option "B" the following applies. Prices for items listed in the PRICING SCHEDULE ("ATTACHMENT D") shall remain firm for a period of six (6) months. Thereafter, Proposers may request price increases based on manufacturer costs, cost of labor and/or materials which must be supported by appropriate documentation. Proposers may also add or delete products and options identified on the Pricing Schedule, provided that any additions reasonably fall within the intent of the original Pricing Schedule category. If PPA agrees to the price increase or product or option modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.
- 2.3.3 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.
- 2.3.4 If applicable, please describe any discounts offered to individual employees or volunteers of the PPA or Participating Agency.

2.4 TAX:

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

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

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

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

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

3.3 INDEMNIFICATIONS AND INSURANCE:

3.3.1 Indemnification

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

3.3.2 Insurance Requirements.

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

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

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

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

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

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

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

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

4.0 **SCHEDULE, RESPONSE PREPARATION AND SUBMISSION**

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of request for proposal

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

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

4.1.2 Question and answer period

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

4.1.3 Submission of proposals

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

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

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

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

Approximate award date: January 30, 2015.

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

4.2 REVIEW, INQUIRIES AND NOTICES:

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

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

All inquiries concerning information herein shall be addressed to:

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

Administrative telephone inquiries shall be addressed to:

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

questions@ProcurementAuthority.org

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

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

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

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

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

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

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

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

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

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

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

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

4.5 RESPONSE FORMAT AND CONTENT:

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

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

services should be incorporated into the proposal, if applicable.

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

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

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

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

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

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

- 5.1.1 Additional criteria/preferences that are not necessarily awarded points.
 - 5.1.1.1 Pursuant to ORS 279, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.
 - 5.1.1.2 Pursuant to ORS 279, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All proposers shall identify the state to which it is a resident bidder.
 - 5.1.1.3 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS, as set forth on “ATTACHMENT F”, attached hereto and incorporated herein by this reference.
 - 5.1.1.4 Pursuant to Section 1.5, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

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

5.3 WITHDRAWAL OF PROPOSAL

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

5.4 PROTEST PROCESS

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

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

5.5 NON-ASSIGNMENT

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

5.6 POST AWARD MEETING:

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

5.7 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

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

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

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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.

SAMPLE

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

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

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

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

SAMPLE

BY: _____ Date: _____
ITS:

Public Procurement Authority Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

SAMPLE – DO NOT SIGN

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

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

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

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

SAMPLE – DO NOT SIGN

BY: _____
ITS: _____

Date:_____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.:_____

Email:_____

ATTACHMENT B

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

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

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

1.2 Additional Information:

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

2.0 ABOUT PROPOSER:

2.1 Complete Exhibit 1

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	

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

3.0 DISTRIBUTION SYSTEM:

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

4.0 MARKETING:

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

Master Price Agreement. [Insert response in box below]

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

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
* Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

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

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

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

7.0 DELIVERY AND FREIGHT CHARGES:

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

Exhibit 1
Product/Service Coverage
STATION ALERTING
RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

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

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

THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non Collusion

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

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

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C SPECIFICATIONS

STATION ALERTING

Approach

Describe the Proposer's approach to:

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

System Requirements

General Requirements

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

in very rapid succession due to multiple events occurring

Dispatch Requirements

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

Fire Station Requirements

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

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

Warranty and Maintenance Requirements

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

Pricing

Equipment/Hardware

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

Dispatch Center Equipment

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

Fire Station Equipment

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

Labor/Services

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

Project Management

Program Manager	_____	_____
Project Manager	_____	_____

Engineering

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

Software Engineer IV _____

System Engineer/Architect I _____

System Engineer/Architect II _____

System Engineer/Architect III _____

System Engineer/Architect IV _____

Installation

Installation Technician I _____

Installation Technician II _____

Installation Technician III _____

Installation Supervisor I _____

Installation Supervisor II _____

Support Services

Database Administrator I _____

Database Administrator II _____

Database Administrator III _____

Field Support Specialist I _____

Field Support Specialist II _____

Field Support Specialist III _____

Field Support Supervisor I _____

Field Support Supervisor II _____

Hardware Support Specialist I _____

Hardware Support Specialist II _____

Hardware Support Specialist III _____

System Administrator I _____

System Administrator II _____

System Administrator III	_____	_____
System Support Specialist I	_____	_____
System Support Specialist II	_____	_____
System Support Specialist III	_____	_____
System Support Specialist IV	_____	_____
Training Specialist I	_____	_____
Training Specialist II	_____	_____
Training Specialist III	_____	_____

ATTACHMENT D PRICING SCHEDULE

PRODUCT CATEGORIES:

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

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

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

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

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

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

ATTACHMENT E PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

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

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

STEP 1
Proposal Responsiveness

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

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

5- Excellent – Substantially exceeds requirements

4-Very Good- Meet all requirements

3- Good – Meets most requirements

2- Satisfactory – Minimally meets requirements

1- Unsatisfactory – Requirements essentially not met

0- No Response provided

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

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

Name of Evaluator _____

Date _____

Signature _____

ATTACHMENT F

ORS CHAPTERS 279 (AS MAY BE AMENDED) REQUIREMENTS

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

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

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

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

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

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

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

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

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

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

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

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

Miscellaneous local agencies within Washington State*

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

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

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

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

LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF

PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL
AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201

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

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

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

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

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

Idaho's Incorporated Cities

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

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

Idaho's Counties

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

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

**PUBLIC PROCUREMENT AUTHORITY
STATION ALERTING Solicitation Synopsis
Solicitation No. 1425**

Intent

The Public Procurement Authority (PPA) served as Lead Agency to solicit proposals for STATION ALERTING. PPA works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba FireRescue GPO, dba Law Enforcement GPO and dba Public Safety GPO (collectively hereinafter “NPPGov”), to service the PPA and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of PPA and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

PPA has determined that it is advantageous for PPA to procure STATION ALERTING using the competitive RFP process rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent PPA from awarding the most advantageous contract(s) for PPA and its members.

Procedure

PPA issued an RFP (1425) on October 22, 2014.

The RFP was published in USA Today on October 27, 2014.

The RFP was published in the Daily Journal of Commerce on January 12, 2015.

The original RFP close date was December 10, 2014 but was extended to February 12, 2015 due to publication requirements.

The RFP was awarded on March 17, 2015.

The RFP was posted to the following web sites: www.nppgov.com, www.procurementauthority.org, and www.findrfp.com

The text of the published notice of solicitation is as follows:

Public Procurement Authority (PPA)

NOTICE OF SOLICITATION

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Apparatus #1420

Industrial and Medical Gases, Accessories and Equipment #1415

Station Alerting #1425

Responses due 5:00 pm February 12, 2015

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@procurementauthority.org or download at www.procurementauthority.org

PPA received proposals from the following vendors:

1. Purvis Systems
2. Westnet
3. US Digital Designs

Proposals were evaluated by PPA based on the criteria contained in the RFP and the following successful proposers were selected:

National

- Purvis Systems
- US Digital Designs

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

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

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

Pricing Structure

Purvis Systems: Proposer provided a discount off list price discount. See Price List Attachment in the resulting Master Price Agreement.

US Digital Designs: Proposer provided a discount off list price discount. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP and Legal Counsel
bruce.busch@mynpp.com
(206) 494-4556
www.nppgov.com

AFFIDAVIT OF MAILING

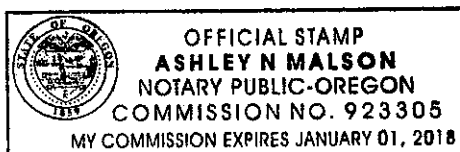
STATE OF Oregon)
) ss.
COUNTY OF Washington)

I, Heidi Chames, being first duly sworn on oath, depose and state that I am a Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 22nd day of October, 2014, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR STATION ALERTING to the following addresses:

First In Alerting Dawn Matheny 15542 Chemical Lane Huntington Beach, CA 92649	Locution Systems Brigitte Barreto 14813 SW 153rd Place Miami, FL 33196		
Purvis Dave Rocco Senior Account Manager 88 Silva Lane Middleton, RI 02842			
Mach Alerting – Motorola Dwayne Sakumoto Senior Account Manager PO Box 230470 Anchorage, AK 99523			
ProComm Alaska Gary Peters President/CEO 2100 E. 63 rd Ave. Anchorage, AK 99507			
US Digital Design Erik Hanson 1835 E Sixth St Suite #27 Tempe, AZ 85281			

Heidi Chames
Heidi Chames

SUBSCRIBED AND SWORN TO before me this 27th day of October, 2014 by Heidi Chames.



Ashley Malson
NOTARY PUBLIC in the State of Oregon
Residing at Canby, Oregon
My commission expires: 1/1/18

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Marc Caplan**, being first duly sworn, depose and say that I am a **Public Notice Manager** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Notice of Solicitation

Public Procurement Authority; Bid Location Wilsonville, OR, Clackamas County; Due 02/12/2015 at 05:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

1/12/2015

State of Oregon
County of Multnomah

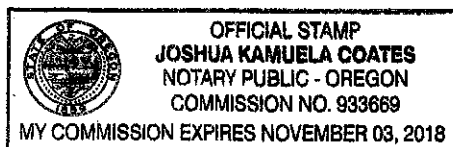
SIGNED OR ATTESTED BEFORE ME
ON THE 12th DAY OF January, 2015



Marc Caplan



Notary Public-State of Oregon



**PUBLIC PROCUREMENT
AUTHORITY (PPA)
NOTICE OF SOLICITATION**

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Apparatus #1420
Industrial and Medical Gases, Accessories and Equipment #1415
Station Alerting #1425
Responses due 5:00 pm February 12, 2015

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@procurementauthority.org or download at www.procurementauthority.org
Published Jan. 12, 2015. 10666917

Heidi Arnold
Public Procurement Authority
25030 SW Parkway Ave Ste 330
Wilsonville, OR 97070-9609

Order No.: 10666917
Client Reference No:

June 15, 2015

To Whom It May Concern:

I am a duly authorized representative of Russell Johns Associates LLC, company handling the advertising matters for USA TODAY, a daily newspaper distributed within the US.

The ad for Public Procurement Authority was published in said newspaper within the National Marketplace Today section of the October 27, 2014 edition of USA TODAY.




Mary-Lynn Scott
Executive Assistant

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr 07, 2018
No. FF 110232

State of Florida
County of Pinellas

On this 17th day of June, I attest that the attached document is a true, exact, complete, and unaltered
tearsheet.



Notary

Reeves Co.
Wolfcamp A
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SOURCE: ROBERT W.
BAIRD, BAKER HUGHES

massive reserves of crude and natural gas tucked into hard-to-reach shale rock formations and made overnight millionaires of thousands of residents. Last year, drilling in the Eagle Ford Shale had an \$87 billion economic impact and employed 155,000 people in the 21 counties around the formation, according to a recent

ing, not existing wells, said Thomas Tunstall, research director at University of Texas-San Antonio's Institute for Economic Development.

"A slowdown would be a more realistic scenario than an outright bust," Tunstall said. "They wouldn't just stop drilling across the board."

(8% of deep-water production)

SOURCE: INTERNATIONAL ENERGY AGENCY ANALYSIS OF RYSTAD ENERGY DATA

Many of his newly-enriched neighbors did the same, he said, buying everything cash and wiping out debt — knowing this type of wealth vanishes as fast as it arrives.

"It's a hands-on type of investor you have down here," Phillip said. "We all keep our money and investments close to chest."

Nielsen findings: Although multicultural consumers expect to spend considerably more on holiday, they will wait longer. While 65% of the general population says it plans to "wait a little later in the season" to do the bulk of their holiday shopping, the number jumps to an average of 75% among minorities, says Russo.

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NOTICES

PUBLIC NOTICE

Public Procurement Authority (PPA) NOTICE OF SOLICITATION

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

Fire Apparatus #1420

Responses due 5:00 pm

January 26, 2015

Battery Systems and Related Equipment #1410
Industrial and Medical Gases, Accessories and Equipment #1415

Station Alerting #1425

Responses due 5:00 pm

December 10, 2014

For information or a copy of the Request for Proposal contact PPA, Heidi Chames at 855-524-4572, questions@procurementauthority.org or download at www.procurementauthority.org

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*Source: GfK MRI Fall 2012

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NOTICES

PUBLIC NOTICE

MISSING

HAZEL MARTINEZ



DOB: Feb 26, 1997

Sex: Female

Missing: Apr 5, 2014

Race: Hispanic

Age Now: 17

Hair: Brown

Eyes: Brown

From: Reseda, CA

NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN

1-800-THE-LO

RESOLUTION NO. 2019-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2018, AND ENDING JUNE 30, 2019 (U.S. DIGITAL DESIGNS, INC.)

WHEREAS, the City Manager, on May 14, 2018, June 11, 2018, July 2, 2018, and July 12, 2018 held preliminary budget workshops and submitted to the City Council a proposed budget for the appropriation of funds for the City for West Covina and the Successor Agency to former West Covina Redevelopment Agency operating budget and the Capital Improvement Program for Fiscal Year 2018-19; and

WHEREAS, on July 2, 2018, the City Council approved Resolution 2018-96, a resolution to continue appropriations consistent with the Adopted Fiscal Year 2017-18 City of West Covina and Successor Agency to the former West Covina Redevelopment Agency operating budget and the Capital Improvement Program until the adoption of the Fiscal Year 2018-19 Annual Budget; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES RESOLVE AS FOLLOWS:

SECTION 1. Budget Adjustment No. 075 is hereby approved as reflected on Exhibit No. 1, attached hereto.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 5th day of March, 2019.

Lloyd Johnson
Mayor

APPROVED AS TO FORM

ATTEST

Scott E. Porter
City Attorney

Nickolas S. Lewis
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 5^h day of March, 2019 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Nickolas S. Lewis
City Clerk

CITY OF WEST COVINA
BUDGET AMENDMENT

BA #	75
Posted By:	
Date Posted:	

Date: 03/05/2019
 Requested by: Vincent Capelle
 Dept/Div: Fire Department

Fiscal Year: 2018-19
 Amount: \$420,637.80
 Description: Fire Station Pre-Alerting System

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
160.80.7003.7900	Capitol Projects/Fire Station	-	420,637.80	420,637.80
	Dispatch Improvements			
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

REVENUES

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
				-
				-
				-
				-
				-

REASON/JUSTIFICATION (Please be specific)

To replace the existing fire station alerting system (Zetron) with a new fire station pre-alerting system (US Digital Designs).

APPROVALS

City Council Approval Date (if required, attach minutes): _____ ☐ Approval Not Required

Dept Head Approval: _____ Date: _____

Finance Director: _____ Date: _____

Funds Available? ☐ Yes ☐ No

City Manager: _____ Date: _____

(if over \$100,000)

☐ Approved ☐ Denied



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 5, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

**SUBJECT: APPROVAL OF SECOND AMENDMENT TO MV TRANSPORTATION, INC.
AGREEMENT FOR TRANSIT SERVICES**

RECOMMENDATION:

It is recommended that the City Council approve the Second Amendment to the Agreement for transit services with MV Transportation, Inc. effective March 3, 2019 through March 2, 2020 (Attachment No.1).

BACKGROUND:

This agenda item was carried over from the February 15, 2019 City Council Meeting. On December 17, 2013, the City Council approved a five-year agreement along with a provision for two one-year extensions with MV Transportation, Inc. (MV) to provide fixed route and dial-a-ride transit services that began on March 3, 2014. (Attachment No. 2) The total cost of the agreement was \$4,953,125.

MV has staffed and managed the City of West Covina's Fixed Route Shuttle (Shuttle) and Dial-A-Ride (DAR) services with oversight by the Public Services Department. The Shuttle service consists of three alignments (Red, Blue, and Green) that operate Monday-Friday from 6:30 a.m. to 7:00 p.m. The estimated annual hours of operation for the Shuttle service are 11,650, with over 104,000 annual passengers. The DAR operates Monday-Friday from 8:00 a.m. to 5:30 p.m., and Sunday from 8:00 a.m. to 2:30 p.m. The estimated annual hours of operation for the DAR service are 7,600, with over 23,000 annual passengers.

In August 2017, MV contacted the City to express its concern regarding the impact of the increased minimum wage on the cost of service delivery. At the start of the agreement in March 2013, the minimum wage was \$8.00 per hour. SB-3 of 2016, signed by the Governor of California on April 4, 2016, amended the state labor code to include provisions for planned statewide minimum wage increases. Effective January 1, 2017, the minimum wage increased to \$10.50 per hour. It increased to \$11 on January 1, 2018, and to \$12 on January 1, 2019, and will continue to increase by an additional \$1 each for the next three years. Related benefits also impacted costs.

To address the rising minimum wage issue, MV submitted a proposal to increase the rates of its revenue (operating) hours for the fixed route and dial-a-ride service. The change in rates resulted in a total cumulative increase of \$74,271 for the duration of the proposal, September 1, 2017 through March 2, 2019. On November 7, 2017, the City Council approved the First Amendment to the Transportation Agreement for the Provision of Fixed Route Shuttle Services and Dial-A-Ride Services with MV Transportation, Inc., incorporating the increased rates into the Agreement, effective September 1, 2017. (Attachment No. 3).

DISCUSSION:

On February 4, 2019, the City received MV Transit's proposal for the first optional one-year extension of the Agreement. The Agreement term would be extended from March 3, 2019 through March 2, 2020. The hourly rates are proposed to increase from \$59.24 to \$62.51 and \$51.01 to 52.34 for the Fixed Route and Dial-A-Ride, respectively. The proposed rates result in a \$48,204 increase, approximately 4.47%, from the prior year. The Second Amendment (Attachment No. 1) incorporates this proposal.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation;
2. Approve an extension of the contract with no rate increase and direct staff to work with MV Transit to reduce its operating hours to stay within status quo cost;
3. Direct staff to conduct a Request for Proposals (RFP). This is not recommended as the current service is excellent and it would be expected that rates would be much greater than the proposed increase; or
4. Provide alternative direction.

Prepared by: Kelly McDonald, Public Services Manager

Additional Approval: Nikole Bresciani, Assistant City Manager/Public Services Director

Fiscal Impact**FISCAL IMPACT:**

The proposed rates result in a total cumulative increase of \$48,204 from March 3, 2019 through March 2, 2020. Transit services are funded from the Public Services Transportation Operating Budget (Proposition C and Measure R). The FY 2018-2019 budget includes appropriated funds sufficient to cover the necessary \$16,068 in costs for the fixed route in Account Nos. 122.51.5142.6120, 122.51.5148.6120, and 224.51.5142.6120 and dial-a-ride services in Account Nos. 122.51.5143.6120 and 224.51.5142.6120. The \$32,136 balance for the remainder of the agreement term will be incorporated into the FY 2019-2020 budget. There is no impact to the General Fund.

Attachments

Attachment No. 1 - Second Amendment to MVT Agreement

Attachment No. 2 - Agreement with MV Transportation

Attachment No. 3 - First Amendment to MVT Agreement

**SECOND AMENDMENT TO
CITY OF WEST COVINA
TRANSPORTATION SERVICES AGREEMENT
WITH
MV Transportation, Inc.**

This Second Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of March 3, 2019. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Amendment is made and entered into with respect to the following facts:

- A. On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and
- B. On November 7, 2017, City and Contractor agreed to the First Amendment to the Agreement which modified hourly service rates of the agreement in light of State-imposed increases to the minimum wage; and
- C. The City and Contractor wish to wish to exercise the first option to extend the Original Agreement for a one-year period, through March 2, 2020;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

SECTION 2. Article 4, Term of the Agreement, is hereby amended as follows:

ARTICLE 4. TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2020, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for one additional one-year term upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

SECTION 3. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) as increased with the First

Amendment to the Agreement, effective September 1, 2017 through March 2, 2019, is amended to reflect new rates effective March 3, 2019 through March 2, 2020, as shown below:

March 2019-2020

Fixed Route	\$728,189 (Hourly Rate of \$62.51)
Dial-A-Ride	\$397,811 (Hourly Rate of \$52.34)
Total	\$1,126,000

SECTION 4. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013, as amended by the First Amendment, shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment to become effective March 3, 2019.

CITY OF WEST COVINA,

_____	Date: _____
Lloyd Johnson, Mayor	

“CONTRACTOR”
MV Transportation, Inc.

_____	Date: _____
Meg Lassarat, Chief Financial Officer	

ATTEST:

Carrie Gallagher, Assistant City Clerk

APPROVED AS TO FORM:

_____	Date: _____
Scott E. Porter, City Attorney	

TRANSPORTATION AGREEMENT FOR THE PROVISION OF FIXED ROUTE SHUTTLE SERVICES AND DIAL-A-RIDE SERVICES FOR THE CITY OF WEST COVINA

THIS AGREEMENT is entered into this 18th day of December 2013, by and between the City of West Covina, hereinafter referred to as the "City", and, MV Transportation, Inc., hereinafter referred to as the "Contractor" or "Operator".

WITNESSETH:

WHEREAS, the City has determined that it requires management, operation and maintenance services for the fixed route shuttle service and dial-a-ride service to provide transportation services to the general population; and

WHEREAS, City has circulated a Request for Proposals for Transit Operations Contract City of West Covina Purchasing Specifications 0413-A, dated April 18, 2013, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Contractor has submitted its proposal entitled Proposal To City of West Covina For Transit Operations Contract Purchasing Spec. 0413-A, dated May 23, 2013, attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, Contractor has submitted its offer of additional and/or alternate terms entitled Best and Final Offer -- Transit Operations Contract RFP Number: 0413-A, dated August 6, 2013, attached hereto as Exhibit "C", and incorporated herein by reference; and

WHEREAS, the Contractor has represented that it has the necessary expertise, personnel and qualifications to provide the requested service; and

WHEREAS, City Council approved the execution of this Agreement at a regularly scheduled City Council Meeting on December 17th, 2013, with an effective date of March 3rd, 2014; and

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1 COMPLETE AGREEMENT, PRECEDENCE OF DOCUMENTS

This Agreement and the attached forms and documents referred to herein and incorporated herein by reference, and the Request for Proposal (Exhibit "A"), Proposal (Exhibit "B"), submitted by the Contractor dated May 23, 2013, and Best and Final Offer (Exhibit "C"), submitted by the Contractor dated August 6, 2013 constitute the complete and exclusive Agreement between the City and the Contractor (Contract Documents) and supersede all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this

Agreement shall not affect the validity of other provisions. The City's failure to insist in any instance upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the City's right to such performance by the Contractor. Except as otherwise allowed hereunder, any amendment shall be in writing and signed by both parties.

Any conflict, omission or difference in the Contract Documents shall be subject to the following order of precedence of Contract Documents:

1. This Agreement
2. Best and Final Offer (Exhibit "C")
3. Request for Proposals (Exhibit "A"), hereinafter the "RFP"
4. Proposal (Exhibit "B")

ARTICLE 2 AUTHORIZATION TO ACT

The West Covina City Manager or his/her designee shall have the authority to act for and exercise any of the rights of the City as set forth in this Agreement upon the authorization therefore by the West Covina City Council.

ARTICLE 3 INDEPENDENT CONTRACTOR

The Contractor's relationship to the City in the performance of this Agreement is that of an independent Contractor. The personnel performing services under this Agreement shall be deemed, for all purposes, to be the Contractor's employees and not agents or employees of the City. The Contractor shall pay all wages, salaries and other amounts due its employees for services and goods rendered by said employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to worker's compensation benefits.

ARTICLE 4 TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2019, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for up to two subsequent one-year terms upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

ARTICLE 5
STATEMENT OF SERVICES

A. GENERAL

The Contractor shall provide all management and operational functions necessary for the success of the fixed-route West Covina Shuttle and the demand-response Dial-a-Ride services (hereinafter the "Service" or "Services"). The Contractor shall provide the Services in the manner and to those areas identified on Exhibit "A" attached hereto and incorporated herein by this reference.

In addition to those Services specific to the fixed route or dial-a-ride services, the Contractor shall:

1. Order new vehicles (as described below) to provide the Services within twenty-four (24) hours of full execution of this Agreement. Contractor will warrant that these vehicles will be available for use by March 3, 2014.
2. Contractor shall, at Contractor's expense, cause all new vehicles to have appropriate branding and markings placed thereon to designate the vehicles as part of the City's transit service. City must approve the form and content of the brandings and markings prior to application. In the event that City makes modifications to its branding and required marking that require re-performance of these items, City will reimburse Contractor for actual and reasonable costs.
3. Make good-faith efforts to retain personnel employed by the existing provider of the Services, including extending offers of employment.
4. Conduct town hall meetings on an agreed schedule at reasonable frequency to educate the public, particularly senior citizens and dial-a-ride patrons on the Services.
5. Make good-faith efforts to increase efficiencies in Service, using the existing data as a baseline to work therefrom. City will provide data to Contractor after the execution of this Agreement.
6. Provide City staff with training on Passenger Complaint Tracking Software system utilized by Contractor.
7. Provide one full-time (1) project manager and two (2) full-time road supervisors dedicated to the Services under this Agreement.
8. Guarantee that Genevieve Madrid, Project Manager, and Wayne Poole, Dispatcher, will exclusively service the City's transit operations during the life of this Agreement. Neither of these individuals may be assigned to any other client of Contractor during the Term of this Agreement without the City's prior approval. Any change in the capacity or scope of services provided by Ms. Madrid or Mr. Poole must be approved by the City in writing.

Notwithstanding the foregoing, if the employment of either of these individuals is terminated for any reason, Contractor shall replace said individuals with persons of equal skill and experience to carry on the duties of the departed employee. Said replacement employees shall be subject to City approval prior to, and at anytime thereafter, assignment to the replacement position(s).

9. Provide City staff training on Contractor's complaint tracking software, as well as provide City staff ongoing access to the system to monitor complaints logged therein.

B. FIXED ROUTE SHUTTLE

The fixed route shuttle system will provide residents of West Covina with an improved service for travel within the City for shopping, business, recreational purposes, as well as large employment providers. The fixed route shuttle system's estimated annual revenue hours is 11,650 with over 108,000 passengers served. Locations within the City include: the Citrus Valley Hospital-Queen of the Valley Campus, Eastland Shopping Center, Civic Center, Cortez Park/Senior Center, the Heights Shopping Center, etc.

Specific requirements are as follows:

SHUTTLE

Hours of Service - The fixed route (**Red and Blue Line**) shuttle is approximately 17.0 service miles and will provide one (1) vehicles per line. The service will operate every thirty (30) minutes from 6:30 a.m. until 4:00 p.m. and will continue (1) vehicle per line every hour (60) minutes from 4:00 p.m. until 7:00 p.m. in a bi-directional loop (Red and Blue Line). The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

Hours of Service – The fixed route (**Green Line**) shuttle is approximately 10.0 service miles and will operate two vehicles every thirty (30) minutes during the AM and PM Peak Hours and every 60 minutes during non-peak hours as shown on the attached schedules. The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

1. Collection of Fares - All fare(s) will be charged to each rider and the operator will be responsible for collecting all cash fares. All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.
 - (a) The total fare amount collected by the Contractor shall be listed and deducted from the monthly billing statement to the City.
 - (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification by the City.
2. Fuel -City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate Charged by the operator.
3. Heating/Air Conditioning - Heating and air conditioning shall be maintained in good working order at all time in all vehicles at a level approved by the City.
4. Grab Rails - All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.
5. Safety Features - Every vehicle shall be equipped with a first aid kit, fire extinguishers, QRT wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.
6. Radios/Cellular Phones - All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicle.
7. Cleaning - All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.
8. Telephone - The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, \$50.00 per incident; if it exceeds 15 minutes \$100.00 per incident shall be applied, and

\$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

9. Signs – “NO SMOKING” and “FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS” and “NO EATING, NO DRINKING, NO MUSIC” and the “OPERATORS NAME” and “OPERATORS ID NUMBER” and “BUS NUMBER” and “TELEPHONE NUMBER” to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A “No Smoking” policy shall be enforced. Other signs may be requested by the City.
10. Vehicles – The operator will be required to provide four (4) thirty-two foot (32') Starcraft Allstar F550 buses, or vehicles of equivalent or greater value and quality, for the daily shuttle operation. Additionally, City to provide two (2) City owned alternative fuel buses as spares. In the event that the Contractor does not wish to utilize the City owned buses, they must provide one (1) spare to be available when a regular vehicle is taken out of service. Vehicles are required to be ADA compliant, with a minimum seating capacity of 24 plus two (2) wheelchairs QRT tie-down system and ramp including lift. Seating configuration subject to joint approval of Contractor and the City. Vehicles should have two (2) position bike racks at the vehicle front; front and side roller head signs; passenger stop strips with pull cord functionality; overhead storage; display City logo and be equipped with two-way radios and/or cellular phone. Each vehicle will be equipped with the DriveCam video monitoring system.
11. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.
12. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture.

C. DIAL-A-RIDE SERVICE

Specific requirements are as follows:

1. Provide daily transportation to City residents - The operator will be expected to provide five (5) Starcraft Allstar twenty-five foot (25') buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor

provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat 16 ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system. The dial-a-ride service area encompasses the City of West Covina, and three (3) miles beyond service area for medical appointments only. Persons will be encouraged to call for service a day in advance. All trips must be requested individually which means that no standing orders should be scheduled on service.

The dial-a-ride system's estimated annual revenue hours is 7,600 with over 24,000 passenger trips.

2. Eligible users – Dial-a-ride service is primarily intended to serve the City's elderly and disabled population.
3. Hours of Service – Dial-a-ride service shall be restricted to the following hours:

Monday-Friday:	8:00 a.m. -- 5:30 p.m.
Saturday:	No Service
Sunday:	8:00 a.m.-- 2:30 p.m. (West Covina Only)

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

4. Amount of Service to be Provided - Approximately 24,000 trips will be provided over a one-year period.
5. Collection of Fares - Fare(s) will be charged to each rider, excluding children and escorts, and the operator will be responsible for collecting all cash fares.
 - (a) The total fare amount collected by the Contractor shall be deducted from the monthly billing statement to the City.
 - (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification to Contractor.
6. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate charged by the Operator.
7. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all times in all vehicles at a level approved by the City.
8. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

9. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.
10. Fare Boxes – All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.
11. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicles.
12. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed a minimum of daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.
13. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length. Liquidated damages shall be applied, \$50.00 per incident; if it exceeds 15 minutes \$100.00 per incident shall be applied, and \$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.
14. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and a "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.
15. Vehicles - The operator will be expected to provide five (5) twenty-five foot (25') Starcraft Allstar buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat sixteen (16) ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system.

16. Dispatch System. Contractor shall employ an automated dispatching system at least equal in performance to the Trapeze Windows PASS system. The system shall be capable of supporting subscription services, day-ahead reservations, and real time reservations.
17. Dial-a-ride applications – The Contractor shall establish a regular schedule to pick-up dial-a-ride applications received at the City office at least on a weekly basis and processed within (3) business days.
18. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.
19. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture. The Contractor shall participate in and comply with the DMV Pull Notice Program. The Contractor shall pay for all applicable license fees for drivers, other personnel and vehicles.

D. INSPECTION

1. The City reserves the right to inspect, examine and test, or cause such inspection, examination or testing of any dedicated vehicle and/or its equipment at any time to assure the compliance with all applicable laws and this Agreement. The Contractor shall transport any vehicle providing Services under this Agreement to a City-designated inspection facility at the Contractor's expense upon the City's request. Each vehicle, at minimum, must be inspected annually by the CHP (California Highway Patrol) and/or by any other agency at the frequencies required by State law.

The City may also inspect the vehicles. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City.

2. Upon request by the City or any regulatory agency, the Contractor shall immediately remove from service, and replace or repair any equipment or vehicle, which is deemed inadequate or defective as a result of mechanical failure or non-compliance of the Vehicle Specifications.

E. VEHICLE LEASE

This agreement does not provide for the lease of vehicles by City from Contractor. Contractor shall be solely responsible for procuring by purchase, lease, rental or other means, sufficient vehicles to perform the provisions of this Agreement. City shall provide two (2) City owned alternative fuel buses as back-ups for fixed route services.

F. SERVICE ADJUSTMENTS

The City reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours. In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the parties agree to meet promptly to negotiate a revised unit cost per revenue hour with the Contractor.

G. OFFICES

The Contractor shall provide an office open to the public at least five days per week, four hours per day between the hours of 9 am and 6 pm. This office may be located at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Hall. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, and not the offices described in this section.

H. DOCUMENTS PROVIDED BY THE CONTRACTOR

The Contractor shall provide the City with the following documents throughout the term of this Agreement:

1. Written vehicle inspection check lists in the form set out by the City;
2. Wheelchair lift certificates;
3. Driver and dispatcher training manuals, as requested;
4. Certificates of insurance as required by Article 7;
5. Monthly performance reports as required by the City;
6. Unusual occurrence and all accident and injury reports, which shall be submitted within twenty-four (24) hours of the occurrence, including but not limited to, any "unsatisfactory" rating in a California Highway Patrol inspection program;
7. All data reports/information required by the RFP; and
8. Any additional information as may be required by other government agencies.

I. PERSONNEL

1. Contractor's Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established

by the City. The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the program, for reasonable cause, of any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of program personnel.

Contractor shall include resumes and references of personnel assigned to West Covina program who will play critical roles in the provision of service. A responsible (Program Manager) senior level employee of the Contractor must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary. The Project Manager and Route Supervisor shall not regularly perform the duties as a driver or back up driver at any time during this contract. The Project Manager and Route Supervisor may on occasion help fill in where needed on unexpected emergency events such as illnesses or absences until a cover driver has arrived to assume the duties of the regularly scheduled driver which should not exceed 3 hours. In addition, when such an emergency occurs, the City shall be immediately notified and informed of when the cover driver is expected to arrive and also when he or she has arrived and the Project Manager and Route Supervisor have returned to their regular duties.

2. Vehicle Operators

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. The Contractor shall require all vehicle operators providing services under this Agreement to provide consent for, and submit to, Live Scan fingerprinting. The City will conduct Live Scan fingerprinting at the City of West Covina Police Department, and bear all costs associated with this requirement. The City shall have the authority to deny an operator from providing services under this Agreement based on the results of said Live Scan report(s).

Vehicle operators shall pass a thorough background investigation, which shall verify the operators' qualifications, including proof they possess at least a valid California Class 11 or Class B (with appropriate endorsements) Driver's License and Medical Examination Certificate, and CPR Certification, as well as, any other licenses required by applicable federal, state and local regulations. All vehicle operators must meet the minimum standards listed below:

- a. Not having been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
- b. Not be addicted to the use of alcohol or controlled substances.

- c. Not be subject to outstanding warrants for arrest.
- d. Able to read, write and speak English. Bilingual skills in Spanish or other languages are highly desirable.
- e. Thorough knowledge of the service area street network.
- f. Sensitive to passengers' needs, including assisting passengers, upon their request.
- g. Able to handle complaints and problems as required.

Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the route and the City of West Covina, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act. Contractor shall describe how it will maintain an ongoing employee safety and training program.

Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securing all systems, as well as, other equipment, which they may be expected to use in the dial-a-ride and/or fixed-route services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

While performing their duties on the route, vehicle operators must maintain a clean and neat appearance and must be in a uniform acceptable to the City. Uniform shall include both shirt/blouse and slacks. Operators shall wear nametags with an identification number dedicated to that sole driver, clearly displaying their names while performing their duties. While jackets and hats are not required, they should, if worn, match the uniform, and jackets should display the drivers' name tag and id number.

The Contractor shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired for service and shall join the California DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any. Any voluntary drug testing and/or surveillance efforts on the part of the Contractor shall be described in the proposal and explained to vehicle operators.

The Contractor shall have capable and courteous personnel who are responsible for taking dial-a-ride requests and responding to telephone inquiries regarding transportation services. Bilingual (Spanish) or other languages dispatchers are highly desirable.

3. Maintenance Staff

The Contractor shall supply a sufficient number of properly qualified personnel to maintain and service all Contractor-provided equipment to provide services at the level agreed to herein.

The Contractor shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. The Contractor shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment. The total number of annual training hours required for each mechanic shall be specified in the proposal.

J. GENERAL VEHICLE EQUIPMENT

The Contractor shall provide the appropriate number of vehicles with the available capacity to meet the needs of the City. All vehicles must satisfy ADA requirements. If Contractor wishes to provide different vehicles, they shall describe the proposed fleet in detail, showing how the fleet meets ADA requirements and the service needs of the City.

All vehicles, and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The extent of the proposed preventive maintenance program shall be an important consideration in the selection of the Contractor. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by Contractor and made available to the City.

Preventive maintenance inspections must be performed in accordance with manufacturer recommendations but shall not exceed every three thousand (3,000) miles for an "A" inspection. A "B" inspection shall be performed at every six thousand (6,000) miles and a "C" inspection shall be performed every eighteen thousand (18,000) miles and a "D" inspection at every thirty-six thousand (36,000) miles. The Contractor shall be responsible for correcting all deficiencies found during these inspections.

Preventive maintenance inspections and servicing shall occur not less than every three thousand (3,000) miles. The Contractor shall specify the preventive maintenance program for all vehicles used in this service.

A mechanic/certified driver must inspect each vehicle after it completes its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems, wheelchair lifts and exit doors are in proper operating condition.

Prior to beginning operations, the Contractor will be required to provide painting and current City of West Covina logo and design for each vehicle utilized in the fleet. The City of West Covina will provide the paint color-scheme and logo design for each of the services.

K. VEHICLE FACILITIES

1. The Contractor, with the cooperation of the City, shall provide and maintain appropriate vehicle storage facilities at an appropriate facility(ies) provided by the Contractor. The facility(ies) shall be located within reasonable proximity of the City's yard, specifically at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Yard. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, Contractor may use facility outside of the City limits only if travel time is not included in billable service hours. The Contractor shall indicate what actions will be taken to perform services in those site(s) prior to the start of service.

Contractor will have access to the City Yard at 825 South Sunset Avenue to wash vehicles and fuel vehicles. Contractor shall be responsible for the conduct of all Contractor employees while those employees are present in the City Yard.

2. At all times, the Contractor shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The Contractor shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.
3. Recognizing that the safety of the passengers is paramount, the Contractor's maintenance staff shall **not**:
 - a. Install mismatched tires;
 - b. Perform partial brake relines without determining the cause of abnormal or premature wear;
 - c. Allow tires to wear more than 3/32 tread depth;
 - d. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction;

- e. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections; and
 - f. Allow any reported wear item to go unrepaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.
- 4. The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.
 - 5. The Contractor shall maintain an individual file for each revenue vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.
 - 6. The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time, from the moment a trouble call is received until a substitute vehicle arrives will be established by the City.
 - 7. The Contractor shall obtain and maintain a two-way radio communications system, or cellular phone with adequate and demonstrated cellular reception coverage in the service areas subject to this Agreement, for both the fixed-route and dial-a-ride vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the Contractor's choice. . Operators shall utilize a hands free system while operating vehicle. The radio or cellular communication system must cover the routes of service, storage and maintenance facilities and the dispatch location without dead spots. Each revenue service vehicle, as well as, each administrative vehicle shall have the communication system operational.
 - 9. The Contractor shall ensure that the requirements and procedures for towing buses are followed and the proper towing equipment is used. Towing may be subcontracted; however, it is the Contractor's responsibility to supervise the subcontractor. The Contractor shall notify the City of all accidents, both by telephone (within four hours) and in writing (by the close of the next business day).

L. OPERATIONAL EMERGENCIES

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

1. Hazardous Conditions

Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

2. In-Service Vehicle Failures

The Contractor shall require the vehicle operators to report any in-service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. The Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle. The Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.

3. Wheelchair Lift Failure

The Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. The Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. The Contractor shall report all in-service lift failures to the City no later than the start of the next service day.

4. Passenger Disturbances

The Contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor. The supervisor shall use good judgment in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator and request law enforcement assistance if necessary.

5. Medical Assistance to Passengers

The Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Contractor's supervisor by radio of the situation and location of the vehicle, and the

supervisor shall notify the City of West Covina's Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

6. Accidents

The Contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to City by telephone immediately. Both the operator and supervisor will complete an accident report approved by City with copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

M. SPECIAL SERVICES

Special services, beyond those set forth in Contract Documents, will be provided by Contractor upon request by City's authorized employees as follows:

1. When additional services fall entirely within normal service hours and City directs that normal operating personnel should be used to provide the additional service, such as part of the regular cost defined in Exhibit "B" and are not considered "extra services" City recognizes that an equivalent lower level of service will be provided in normal operations during the period of such additional services.
2. The Contractor from time to time will be required to provide special event-related services. Special event service may vary from year to year and shall be billed at no more than the fixed-route revenue hour rate.

ARTICLE 6 INDEMNITY

The Contractor does hereby indemnify and hold the City and the Los Angeles County Metropolitan Transportation Authority (herein referred to as "LACMTA"), their appointed and elected officials, agents and employees free and harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, negligence, omissions or liabilities including but not limited to attorney's fees (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the activities of the Contractor or its officers, agents, or employees in connection with this Agreement (including use or servicing of vehicles) or arising from the Contractor's acts, negligence or omissions hereunder or its failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith.

1. The Contractor shall defend any action or actions filed in connection with any of the said claims or liabilities and shall pay all reasonable costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
2. The Contractor shall promptly pay any final judgment rendered against the City and the LACMTA, its officers, agents or employees for any such claims or liabilities arising directly out of or in connection with the activities of the Contractor hereunder; and
3. The Indemnity set forth in this Article 6 shall not apply in the case of claims arising from acts of third parties or the City.

The provisions of Article 7 of this Agreement shall not be deemed to satisfy the indemnity obligations of the Contractor pursuant to this Article 6.

ARTICLE 7 - INSURANCE LIABILITY INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain, and shall require all of its Subcontractors maintain, during the life of this Agreement, insurance as described below. All insurance policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus liens carrier listed in the State of California Department of Insurance "Leslie List". Said carrier(s) shall have a Best's rating of no less than "A-".

The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the City Clerks office of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the City, and a certified copy of each policy, including all endorsements. Without limiting Contractor's liability pursuant to the hold harmless and indemnity provisions of the contract, Contractor shall maintain, at a minimum, the insurance listed below:

A. Worker's Compensation Insurance

1. The Contractor shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than \$1,000,000 per incident. Such insurance shall comply with all applicable state laws.
2. Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy is not acceptable.
3. An endorsement stating the City shall receive at least thirty (30) days notice prior to cancellation or non-renewal of coverage.
4. Policy(s) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents and employees. Contractor and its employees are independent Contractors and not employees of the City. Contractor and/or its insurers are responsible

for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

5. City shall not be responsible for any increases in Workers' Compensation costs incurred by Contractor in any future scenario.
6. The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

B. Liability Insurance

1. Commercial General Liability and Property Damage: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum shall be as follows:
 - Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) \$5,000,000 Combined Single Limit.
2. Commercial Automobile Public Liability and Property Damage: The Contractor shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the completion of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:
 - Bodily Injury (Injury or Accidental Death) and Property Damage (per Occurrence) \$5,000,000 Combined Single Limit.
3. Additional Insured. The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name the City and LACMTA, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Agreement. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the City, (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the Contractor and its Subcontractors shall not be required to provide coverage to the

City for the active negligence of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the Contractor

4. Deductibles and Self-insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Contractor shall declare the deductible chosen and state as part of its Proposal. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, employees, agents, and Contractor's; or the bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City.

C. Certificates of Insurance

1. Contractor shall furnish properly executed Certificates of Insurance with original policy endorsements to City prior to commencement of work under this agreement. The certificates and endorsements shall clearly evidence all coverage requirements described herein. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
2. All certificates and endorsements are to be reviewed and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
3. Separate endorsements are required, naming the City and the LACMTA as additional insureds, for liability insurance and providing a waiver of subrogation for Workers' Compensation Insurance.
4. Contractor shall maintain all insurance policies for the life of the Agreement, including all subsequent renewals. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.
5. All insurance required by this Agreement shall be maintained by Contractor in full force and effect for the entire term of this Agreement. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may forthwith terminate this agreement.

6. Original insurance certificates and endorsements are to be delivered to:

Mr. Scott Smilowitz
Community Services Manager
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

ARTICLE 8 LICENSES, FEES, TAXES AND PERMITS

The Contractor shall have the sole obligation to pay whatever license fees, assessments and taxes, including, but not limited to use, sales, property or other taxes on any real or personal property, owned, leased or used by it in providing the Services hereunder, plus any applicable penalties and interest imposed upon the Contractor by any agency as a result of the operation of the Services pursuant to this Agreement. Contractor shall maintain a current business license with the City during the term of this Agreement and any subsequent renewals.

ARTICLE 9 COMPENSATION TO THE CONTRACTOR

The City shall be responsible for and shall pay to the Contractor for the Services the amounts due pursuant to the Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor shall only bill for from first pick-up to last drop-off. No "dead-head" (transportation of an employee who is not operating the vehicle to a location along the path of the vehicle's route, including some deviation, for the employee's or employer's benefit) time shall be billed to City. Individual invoices shall be sent in triplicate to the City within ten (10) days after the end of each month. Billings not received within such time period are subject to a late billing penalty of 2% at the sole discretion of the City.

The City shall pay the Contractor monthly after the service has been provided and within a reasonable time after receipt of the invoice, consistent with the City's normal accounts payable practices and procedures. At City's sole discretion, City may elect to exercise the "progress payments" option offered to City by Contractor as defined by the Proposal. City may, but is not required to, exercise the "progress payments" option immediately upon commencement of Services, and may elect to exercise the option at any time during this Agreement and/or subsequent renewals. Should City elect to use the "progress payments" compensation model, City may cease utilizing the option and re-commence the program at any time after the completion of the preceding billing cycle.

All operating revenues collected by Contractor in connection with the services rendered under this Agreement are the property of City. Operating revenues include all fares, sales of tickets and passes, advertising sales, and rental of equipment. Operating revenues shall be collected and accounted for by Contractor, and shall be deducted from the monthly invoices.

ARTICLE 10
PERFORMANCE STANDARDS, LIQUIDATED DAMAGES AND PENALTIES

A. **Operating Performance Standards**

The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public.

The City will set performance standards for its services. The Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance.

Should deficiencies persist, the City may assess liquidated damages or penalties. Sums owed to the City as liquidated damages or otherwise may be paid directly to the City or at the sole option of the City, deducted from payments otherwise due to the Contractor.

The City Manager, or his/her designee, shall maintain the right to assess liquidated damages or penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the City not to assess liquidated damages or penalties against the Contractor.

Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events or a declared emergency. The Contractor shall not be held responsible for the failure to provide on time service due to weather or traffic conditions and/or naturally occurring disasters.

Notwithstanding the above caveat, the City may impose liquidated damages or penalties on the following basis:

1. Customer service is very important in building ridership and support for this service. Therefore, the fourth (and any additional) justified complaint about each service in any 7-day period shall result in the Contractor paying a penalty \$100 per substantiated complaint.
2. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract (proof of CHP certification is required). If the Contractor receives an *unsatisfactory* rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a

result of unsatisfactory inspection ratings by the CHP, the vehicles shall not operate and a \$500 per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained and the vehicle is again available for service.

3. The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, \$500 per vehicle per day shall be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's conditions, Contractor shall replace the vehicle and will be assessed \$500 per vehicle per day until the vehicle is replaced with one that is acceptable to the City.
4. If any regulatory agency or funding source penalizes the City for late, incomplete or inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City.
5. In the event the Contractor fails to commence service on March 3, 2014, (or a later date with approval of City) or if Contractor fails to provide service for any substantial part of any day, the Contractor shall pay the City liquidated damages of \$1,000 for each service day.

DIAL-A-RIDE PENALTIES:

1. If the wait time of any dial-a-ride trip has been verified to exceed 60 minutes, the liquidated damages shall be \$60.00 per incident plus \$1.00 for every minute thereafter; and \$120.00 for the first 120 minutes for dial-a-ride plus \$1 for every minute thereafter.
2. If the wait time of a pre-scheduled trip has been verified to exceed 30 minutes, the liquidated damages shall be \$50.00 per incident; if it exceeds 45 minutes, the liquidated damages shall be \$75 per incident; and, if it exceeds 60 minutes, the liquidated damages shall be \$100 per incident.
3. If a trip request has been verified to be lost by dispatch, and no vehicle was dispatched, the liquidated damages shall be \$100.00 per incident.

FIXED-ROUTE PENALTIES:

1. If the successful performance rate of the total wheelchair lift boardings falls below 90%, the liquidated damages shall be \$100 per month. The percentage shall be calculated based on monthly actual usage of the lifts by passengers, and regular inspections by City staff;

2. Adherence to Schedule: The following liquidated damages shall be imposed if, within any 30-day period, any of the following incidents occur after the occurrence of two substantiated incidents during the same thirty day period;

(1) If a trip on the fixed-route system departs in advance of the scheduled departure time at any designated time point, the liquidated damages shall be \$100 for every 10 minute increments; and

(2) If a trip on the fixed-route system is delayed for more than 10 minutes following the time set forth for departure at any designated time point, the liquidated damages shall be \$100 per 10 minute increments. Exceptions will be granted if the trip had more than two wheelchair boardings or deboardings. If a trip on the fixed-route system is not provided, the liquidated damages shall be \$500 per occurrence.

The Contractor must have sufficient telephone lines to handle the additional calls from West Covina residents. The Contractor shall provide a Customer Service telephone line which shall be a local (non-toll free) call from anywhere within the City of West Covina, to provide route information and take dial-a-ride requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the City and referred to the Contractor who shall respond the next working day with a description of any follow-up action taken or anticipated. The Contractor must have a facsimile machine compatible with the City's. An answering machine may be used to provide information outside of service hours. Voicemail greetings/recorded information must be available also in Spanish.

B. Personnel Performance Standards

Regularly assigned drivers or a trained back-up must be available and on-time to ensure consistent and reliable service.

All personnel are responsible for knowledge of the service system design, the City of West Covina, and route destinations. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger-complaints, as well as, operational and maintenance problems promptly to the Project Manager who shall forward the information to the City.

C. Fare Collection and Accountability

The City will determine the cash fare for the fixed route and dial-a-ride service. The City reserves the right to change the fare or to issue passes, discount coupons or tickets to be used in lieu of cash fares. The Contractor shall ensure that all drivers are aware of and adhere to the fare structure.

All fares collected by the operators must be turned in each day to the Project Manager. This revenue is to be counted, rolled and deposited each day. The Contractor will establish

reconciliation procedures to safeguard any cash, tickets and coupons collected and will ensure that they are accounted for accurately. The Contractor will provide the City with an invoice and the City shall reimburse for actual services provided on a monthly basis. Only the City may decide whether or not to allow advertising on the vehicles. If advertising is allowed, any revenue from advertising on or in the vehicles will belong to the City.

D. Program Operational Records and Responsibilities

Records and reports should be consistent with all (Section 15) NTD reporting requirements, as well as, all other reporting required by MTA. In addition, the City of West Covina may be required to provide statistical information in order to comply with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the City, with appropriate back-up, no later than the, sixth working day of each month, a summary report of operations and activity for each type of transit service, which will include at least:

1. Daily totals of passenger counts, revenue hours, total hours, revenue miles, total miles, farebox revenue, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator.
2. Passenger pick-up and drop-off times, and locations for the dial-a-ride service.
3. Operational problems, accidents, incidents and passenger complaints, and any actions taken regarding these events. All passenger complaints shall be reported by phone to the City immediately upon Contractor's receipt of complaint. Contractor must respond and begin investigation of complaint immediately. City shall be informed as to the time needed for resolution of complaint. Resolution of customer complaint must be submitted to the City immediately upon completion and no later than three business days.
4. Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.
5. If the Contractor does not provide required data, reporting, statistics and monthly billing invoices for any or all services that is demanded by the City and the Los Angeles County Metropolitan Transportation Authority (MTA) and the Authority within five (5) business days, liquidated damages of \$500.00 per day will be paid to the City or deducted from the monthly billing owed to said Contractor.

E. City Access to Records

The City, or any of its duly authorized representatives, employees, personnel or agents, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to any and all original books, documents, papers and records of the Contractor which pertains to this Agreement. Said original books, documents, papers and records must be retained by the Contractor in the Southern California Region for three years following final payment under the contract.

F. Marketing/Public Outreach/Advertising

The City shall be responsible for public relations, as well as, the production of schedules and marketing and other promotional materials, therefore, these costs should not be included in the proposal.

The Contractor must refer all media requests to the City and may not provide any information without prior approval by the City.

The Contractor shall cause drivers and supervisors to cooperate and comply with reasonable requests by the City to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The City may also request the Contractor's personnel to collect data from passengers by handing out survey forms.

The Contractor shall participate in the City's special events such as the City's Earth Day Celebration, Red Ribbon Rally, etc. as requested by the City. These events may require the Contractor to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding the City's transit services.

G. Operating During a Declared Emergency

Upon declaration of any emergency by the City Manager or his/her designated representative, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall make available all program vehicles to the City, report to a designated City parking area immediately and deploy vehicles in a manner described by the Director of Community Services or his designee as part of the City's Emergency Response Plan. The City shall be obligated to compensate the Contractor for services that significantly exceeds the normal expense of operating the service during such period of declared emergency. The Contractor shall be required to document and maintain all emergency-related services as requested by the City and provide these documents to the City at the declared conclusion of the emergency.

H. Price and Satisfaction Guarantee – Contractor Service Warranty

Contractor commits that its price and service model presented in its Best and Final Offer (Exhibit "C") is valid and meets the services needs of the City of West Covina's Transit System (Fixed Route and Dial-A-Ride). Furthermore, Contractor guarantees that its price to provide transit

services to the City of West Covina will not exceed its Best and Final Offer, barring any changes in the scope of work by the City. Contractor's not to exceed prices for the five-year agreement are as follows, with the optional sixth and seventh year contained in the Best and Final Offer.

March 2014-2015

Fixed Route	\$623,983 (Hourly Rate of \$53.56)
Dial-A-Ride	\$347,063 (Hourly Rate of \$45.67)
Total	\$971,047

March 2015-2016

Fixed Route	\$623,776 (Hourly Rate of \$53.54)
Dial-A-Ride	\$346,662 (Hourly Rate of \$45.61)
Total	\$970,437

March 2016-2017

Fixed Route	\$635,177 (Hourly Rate of \$54.52)
Dial-A-Ride	\$352,883 (Hourly Rate of \$46.43)
Total	\$988,059

March 2017-2018

Fixed Route	\$645,220 (Hourly Rate of \$55.38)
Dial-A-Ride	\$358,331 (Hourly Rate of \$47.15)
Total	\$1,003,551

March 2018-2019

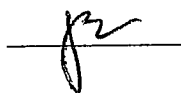
Fixed Route	\$655,908 (Hourly Rate of \$56.30)
Dial-A-Ride	\$364,123 (Hourly Rate of \$47.91)
Total	\$1,020,031

In addition, Contractor shall provide the following unconditional satisfaction warranty to the City:

In the event the City is dissatisfied with Contractor's service for any reason during the term of the Agreement, the City may terminate the Agreement. In the event the Agreement is so terminated, Contractor will refund to the City any and all profits made by Contractor resulting from this Agreement, during the final 12 months during the period prior to the termination.

Furthermore, Contractor commits that its price is valid, and barring any changes in the scope of work, the company commits that its price will not change from its submitted cost proposal for the period of this agreement and any extensions to this agreement.

Contractor Initials:



ARTICLE 11
TERMINATION OR SUSPENSION

- A. The City shall have the right to (i) forthwith terminate this Agreement, (ii) withhold payment to the Contractor, (iii) provide substitute service at the Contractor's expense, or (iv) exercise any and all other remedies legally available to it in the event of:
1. The bankruptcy of the Contractor or assignment by it for the benefit of its creditors.
 2. The failure or refusal of the Contractor to perform the Services in a satisfactory manner after five (5) working days written notice by the City to the Contractor.
 3. The failure or refusal of the Contractor to comply with applicable federal, state and local government laws, codes, regulations or ordinances.
 4. The failure to receive a "Satisfactory" rating within thirty (30) days of receipt of an "Unsatisfactory" rating of any vehicle used in connection with the Services.
 5. The failure to notify the City of an "Unsatisfactory" rating of any vehicle used in connection with the Services.
 6. This contract may be terminated for convenience by the City without cause, in whole or in part, by giving the Contractor thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. Should the contract be terminated for convenience, the Contractor shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the Contractor shall not be paid any anticipated profit or fees for services not provided.
 7. The abandonment or discontinuance by the Contractor of the Services without the prior written consent of the City.
 8. The continued violation on the part of the Contractor's agents or employees of traffic laws, ordinances, and regulations.
 9. The failure to maintain the whole, or any portion, of the Contractor's vehicles and other equipment or facilities as required by this Agreement.
 10. The failure of the Contractor to maintain the insurance coverage required herein by Article 7.
 11. Contractor violates any other material obligations contained hereunder.
- B. If cancellation is due to any of the reasons specified in subsection (A) of Article 11 of this Agreement, the City may offset damages incurred by it in accordance with Article 10.

- C. In the event the City terminates this Agreement as provided in subsection (A) Article 11, the Contractor shall be entitled to receive payment for the pro rata share of the monthly Services provided as of the time of cancellation of the Contract, subject to any offset, as provided in Article 10.
- D. Subject to the foregoing, including any remedy preferable to City provided in subsection (A) Article 11, during the initial term and subsequent renewals, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.
- E. Notwithstanding the foregoing, during the initial term and any subsequent renewal terms, pursuant to the Contractor's Satisfaction Guarantee (see Article 10, Sec. H.), City may terminate this Agreement at any time if City is dissatisfied with the Services by providing written notice to Contractor.
- F. If for any reason the Services continue after the end of the last renewal term provided for in this Agreement, the parties will continue to operate under the terms of this Agreement, except that the term for Services will be a month-to-month, and may be terminated by either party with fifteen (15) days prior written notice to the other party.
- E. In the event this Agreement is terminated by the City, all data prepared in providing the Services shall be made available immediately to the City at the Contractor's sole expense.
- F. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of Services under this Agreement

ARTICLE 12 ASSIGNMENT AND SUBCONTRACTING

This Agreement is made in reliance on the qualifications and responsibilities of the Contractor and, therefore, the Contractor shall not assign, transfer or subcontract all or any part of its obligations or benefits under this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. The Contractor acknowledges that the following non-exhaustive list of requirements prior to authorizing an assignment, transfer or subcontracting of all or any part of this Agreement by the Contractor shall not be deemed unreasonable: 1) requirement of financial compensation from Contractor to City for the administrative and associated costs of processing said assignment, transfer, or subcontract, in an amount not to exceed 3 months of billed services under this Agreement; 2) cooperation with and facilitation of all communications, meetings and document transfers, between City and proposed assignee, transferee, or subcontractor necessary for City, at City's sole discretion, to determine the desirability of said assignee, transferee, or subcontractor; and 3) ninety (90) days advance written notice of the intention to assign, transfer, or subcontract all or any part of the Services or this Agreement, commencing upon the extension of an offer by Contractor of said assignment, transfer, or subcontracting to a third party, or entertainment of an offer from a potential assignee, transferee, or subcontractor by Contractor, whichever shall first occur.

The parties acknowledge and agree that this Agreement is not intended to be an exclusive agreement for transit services for the City. The Contractor acknowledges that the City may award or enter into additional agreements with third parties, including competitors of the Contractor for transit services during the term of this Agreement.

ARTICLE 13 CHOICE OF LAWS

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 14 ASSISTANCE FROM CONTRACTOR

The Contractor shall participate with the City in the design and implementation of any changes in the Services. The Contractor shall provide suggestions respecting scheduling and routing to the City from time to time for the purpose of improving the overall Services.

The Contractor shall provide advice to the City in the marketing and promotion of the Service and shall, at the request of the City, participate in marketing activities for the Service without additional compensation.

ARTICLE 15 NOTICES

All notices pursuant to this Agreement shall be in writing and shall be effective upon (i) personal delivery to the person to be notified or (ii) three (3) business days after the postmarked date placed by the United States Postal Service or other carrier, including any lawful successor, postage prepaid addressed as follows:

City: West Covina: Community Services Director
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor: Joe Escobedo, Sr. Vice President
MV Transportation, Inc.
5910 N. Central Expy, Ste. 1145
Dallas, TX 75206
With copy to: Office of the General Counsel

City's General Counsel

West Covina City Attorney
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor's
General Counsel:

Patricia McArdle
Associate General Counsel
5910 N. Central Expy., Suite 1145
Dallas, TX 75206

ARTICLE 16 SAFETY PROGRAM

The Contractor shall provide regular and continuous formal safety instructions and training to all employees providing Services under this Agreement. Personnel assigned to the Services shall be required to attend safety meetings scheduled at a minimum of four (4) times per year. Certifications of attendance at these meetings shall be sent to the City not later than thirty (30) days after each safety meeting. Copies of training manuals and materials shall be sent to the City, for review purposes, describing the content and scope of the safety program. Certification of Completion of Training shall be sent to the City for all employees no later than ten (10) working days after training has been completed.

ARTICLE 17 PROPOSITION "A" & "C" AND MEASURE "R" FUNDING

The funding source for the Service is the City's Proposition "A" & "C" and Measure "R" funds. In the event these funds become unavailable in the amount anticipated, the City shall have the right to reduce or terminate this Agreement upon thirty (30) days written notice to the Contractor. The Contractor shall be entitled to compensation for all Services provided up to the date of termination.

ARTICLE 18 FORCE MAJEURE

The parties to this Agreement agree that neither shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond their control. Such events include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, flood or other natural disasters, riots, strikes, war, civil disorder, or unavailability of fuel. A party wishing to have its obligation hereunder suspended or excused for Force Majeure shall notify the other party of the existence of Force Majeure by telephone or by fax as soon as reasonably possible after the occurrence of the cause or event constituting Force Majeure.

ARTICLE 19

[INTENTIONALLY LEFT BLANK]

ARTICLE 20 ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, including an action for declaratory relief, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled in law or equity.

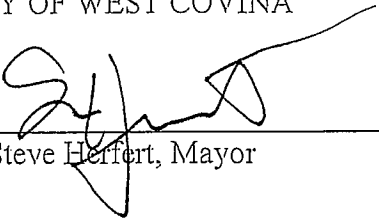
ARTICLE 21 SEVERABILITY

If any term, condition or covenant of this Agreement, or the application hereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, other than those paragraphs held invalid or unenforceable, shall be unaffected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

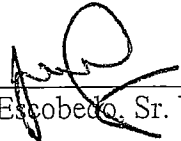
Date: 12/17/13

CITY OF WEST COVINA

By 
Steve Herfert, Mayor

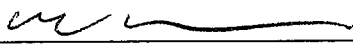
Date: 12/18/13

MV Transportation, Inc.

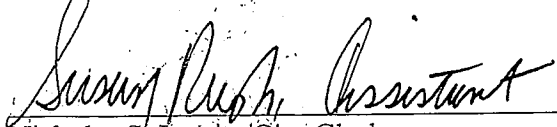
By 
Joe Escobedo, Sr. Vice President

Date: 12/19/13

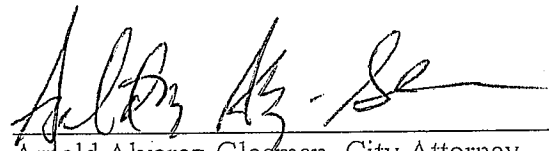
MV Transportation, Inc.

By 
W.C. Pihl, Executive Vice President

ATTEST


Nickolas St. Lewis, City Clerk

APPROVED AS TO FORM


Arnold Alvarez-Glasman, City Attorney

**FIRST AMENDMENT TO
CITY OF WEST COVINA
TRANSPORTATION SERVICES AGREEMENT
WITH
MV Transportation, Inc.**

This First Amendment ("Amendment") to the Agreement dated December 18, 2013 ("Original Agreement"), between the CITY OF WEST COVINA, a municipal corporation, hereinafter referred to as "City" and MV TRANSPORTATION, INC., a California C Corporation, hereinafter referred to as "Contractor" is made and entered into as of November 7, 2017. In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follow:

SECTION 1. RECITALS. This Amendment is made and entered into with respect to the following facts:

WHEREAS, On December 18, 2013, City and Contractor entered into the Original Agreement for Contractor to provide Fixed Route Shuttle and Dial-A-Ride Services; and

WHEREAS, City and Contractor wish to modify hourly service rates of the current agreement in light of State-imposed increases to the minimum wage

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The fee schedule set forth in Section H 'Price and Satisfaction Guarantee - Contractor Service Warranty' of the Article 10 of the Original Agreement, which reflects pricing provided by the Contractor in the Best and Final Offer dated August 6, 2013 (Exhibit "C" of Agreement) is amended to reflect new rates, effective September 1, 2017 through March 2, 2019, as follows:

March 2017-2018

Fixed Route	\$322,589 (Hourly Rate of \$55.38 – Mar 2017-Aug 2017)
Fixed Route	\$338,957 (Hourly Rate of \$58.19 – Sep 2017-Mar 2018)
Dial-A-Ride	\$179,170 (Hourly Rate of \$47.15 – Mar 2017-Aug 2017)
Dial-A-Ride	\$189,848 (Hourly Rate of \$49.96 – Sep 2017-Mar 2018)
Total	\$1,030,563

March 2018-2019

Fixed Route	\$690,146 (Hourly Rate of \$59.24)
Dial-A-Ride	\$387,676 (Hourly Rate of \$51.01)
Total	\$1,077,822

2. Except as herein amended, the terms and conditions of the Original Agreement, executed on December 18, 2013 shall remain in full force and effect

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to become effective November 7, 2017.

“CITY”


CITY OF WEST COVINA,


Corey Warshaw, Mayor

Date: 7 Nov 2017

“CONTRACTOR”

MV Transportation, Inc.

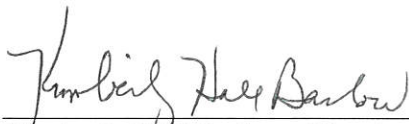

Gary Richardson, Interim Chief Financial Officer

Date: 4/3/18

ATTEST:


Rosalia Butler, Assistant City Clerk

APPROVED AS TO FORM:


Kimberly Hall Barlow, City Attorney

Date: 12/5/17



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 5, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: DEPARTMENT HEAD CONTRACT SURVEY

RECOMMENDATION:

It is recommended that the City Council institute a process where the City Manager provides courtesy notice to the City Council prior to making an employment offer to any new Department Head.

DISCUSSION:

At the December 18, 2018 City Council Meeting, Councilman Dario Castellanos requested a survey of other cities to gauge the practice of having Department Heads enter into individual employment contracts similar to the practice used for employing City Managers. Staff surveyed 38 cities throughout the greater Los Angeles and Orange County areas and found the following:

Eleven (11) cities require Department Heads to enter into employment contracts. The cities that fall into this category are listed below:

- Azusa
- Baldwin Park
- El Monte
- Glendora
- Huntington Beach
- Irwindale
- Montebello
- Pasadena
- San Marino
- Seal Beach
- South El Monte

There are unique practices for hiring Department Heads that must be noted. For example, the City of Monterey Park only requires its Police Chief and Public Works Director to enter into employment contracts, the City of Torrance's City Council maintains the appointing authority over the Finance Director position, and the City of Baldwin Park's City Council selects its Department Heads and approves their employment contracts. Several cities also vest the appointing authority over the non-elected City Clerk's position with their respective city councils.

Twenty-seven (27) cities do not require Department Heads to enter into employment contracts. The cities that fall into this category are listed below:

- | | | |
|---------------|------------------------|--------------------|
| ● Alhambra | ● Industry | ● San Dimas |
| ● Arcadia | ● Irvine | ● San Gabriel |
| ● Burbank | ● La Cañada Flintridge | ● Santa Ana |
| ● Claremont | ● La Puente | ● Santa Fe Springs |
| ● Covina | ● La Verne | ● Sierra Madre |
| ● Diamond Bar | ● Monrovia | ● South Pasadena |
| ● Downey | ● Newport Beach | ● Temple City |
| ● Duarte | ● Pomona | ● Torrance* |
| ● Glendale | ● Rosemead | ● Walnut |

*Finance Director is appointed by the City Council. All other Department Head positions are appointed by the City Manager.

Summary of Findings

In general, the survey indicates that cities requiring employment contracts for their respective Department Head positions still adopt and maintain salary resolutions for executive management employees, which establish the salaries and benefits afforded to Department Heads in those cities. The practice of establishing salaries and benefits for Department Heads by resolution is nearly universal among all cities regardless if the city requires employment contracts for Department Heads. Employment contracts essentially reiterate the salaries and benefits that have already been approved and established by Council resolution in cities that require Department Heads to enter into employment contracts. Cities that provide employment by employment contract typically use the same contract format for each of the various Department Heads.

The advantage that employment contracts may offer is that they give City Councils the opportunity to review the experience, credentials, and agreed upon starting salaries of prospective Department Heads before an appointment is made by the City Manager. Essentially, the employment contract provides the City Council with the opportunity to review prospective Department Head candidates before the City Manager makes the final appointment to the executive position. An advantage that a contract may provide a Department Head is a severance package upon termination of employment, which currently does not exist for Department Heads.

The disadvantages associated with requiring employment contracts for Department Heads are listed and explained below:

- Employment contracts introduce the potential to provide compensation and benefits outside of what Council has already approved and established by resolution. In essence, the use of Department Head employment contracts lends itself to the possibility that pay and benefits will differ among employees within the same classification series (i.e., Department Head classifications) with similar executive duties and responsibilities. This poses issues related to equity and fairness among employees if they receive different compensation and benefit packages for comparable work because they have individual employment agreements with the City. Of particular note is the possibility that employees within the same classification series will receive different retention (e.g., hiring bonuses) and severance benefits due their individual employment contracts.
- Employment contracts weaken internal controls due to the precedent they set for providing different pay and benefits to employees within commensurate position classifications sharing similar levels of duties and responsibilities. This issue may lead to claims of unfair employment practices and liabilities against the City.

- Requiring individual employment contracts for Department Heads introduces the possibility that appointments to Department Head positions will be subjected to the political process, thus violating the founding principle of the Council-Manager form of governance which is to appoint and hold one executive (i.e., the City Manager) accountable for the operations and performance of the organization. This potential politicization of the executive team undermines the City Manager's span of influence and ability to effectively manage the organization. Moreover, this politicization weakens the Council's ability to hold the City Manager directly accountable for organizational performance if the executive team is politically appointed via Council approved employment contracts with each Department Head.
- The potential politicization of Department Head positions through individual employment contracts weakens the internal controls of organizations who mismanage this process, thus exposing them to poor hiring practices and increased employment liabilities.
- Adds administrative costs associated with the time used for negotiating, reviewing, and acquiring approval of the employment contract.

Alternatives

The alternative to requiring employment contracts for each Department Head is to establish a process where the City Manager presents the City Council with his/her choice for an open Department Head position prior to making the final appointment. This process helps mitigate the potential disadvantages associated with having Department Heads enter into individual employment contracts while providing the Council with an opportunity to review the City Manager's choice before a final appointment to the Department Head position is made. Most importantly, this process maintains the fundamental principle of the Council-Manager form of governance and it keeps the salaries and benefits for Department Heads equitable and in-line with the salaries and benefits that have been established by Council resolution for all position classifications, including Department Heads.

This hybrid of the traditional appointment process for Department Heads addresses both the advantages and disadvantages associated with having Department Heads enter into individual employment contracts with the city.

Municipal Code Requirement

Currently, the appointing authority over Department Heads is vested with the City Manager pursuant to Article IV, Section 2-151 (g) of the City of West Covina Municipal Code. If the City Council wishes to retain the appointing authority over Department Heads, it must amend Article IV, Section 2-151 (g) which vests the appointing authority of "all officers and employees of the city, except the city clerk, city attorney and city treasurer" with the City Manager.

OPTIONS:

The following options are available to the City Council:

1. Institute a process where the City Manager provides courtesy notice to the City Council prior to making an employment offer to any new Department Head;
2. Institute a process where the City Manager selects the new Department Head and provides the proposed employment contract for the City Council's ratification;
3. Institute a process where the City Council selects and negotiates the employment contract for the new Department Head;
4. Receive and file this report; or
5. Provide alternative direction.

Prepared by: Edward M. Macias, Director of Human Resources and Risk Management

Fiscal Impact

FISCAL IMPACT:

None.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 5, 2019

TO: Mayor and City Council

FROM: Chris Freeland
City Manager

SUBJECT: REQUEST FROM COUNCILMAN DARIO CASTELLANOS REQUESTING THE CITY COUNCIL'S CONSIDERATION TO HAVE CITY STAFF CONTACT SOUTHERN CALIFORNIA EDISON TO DETERMINE COSTS AND BENEFITS OF CONVERTING STREET LIGHTS TO LED

RECOMMENDATION:

It is recommended that the City Council provide staff direction.

DISCUSSION:

Per the City Council Standing Rules, Councilman Dario Castellanos is seeking the City Council's consideration to have City staff contact Southern California Edison (SCE) to determine costs and benefits of converting street lights to LED.

Cities have looked to reduce electric bills of communities by changing local street lights to LED, which is more energy efficient. In West Covina, most street lights are owned and operated by Southern California Edison. Mr. Castellanos' request is to have City staff contact SCE and determine the steps, costs, benefits, and funding mechanisms to upgrade street lights to LED.

Prepared by: Chris Freeland, City Manager
