

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/07/20
Reports & Recommendations	A RESOLUTION AWARDING CONTRACT TO THE LOW BIDDER, STARK PAVEMENT CORPORATION, IN THE AMOUNT OF \$1,000,000.00, FOR THE 2020 LOCAL STREET IMPROVEMENT PROGRAM	ITEM NO. <i>G.S.</i>

BACKGROUND

Pursuant to the Common Council direction on December 3, 2019, and subsequent advertising on December 11 and December 18, 2019, two (2) bids were received on December 26, 2019, for the 2020 Local Street Improvement Program. The program is anticipated to begin in May with completion scheduled no later than the end of August.

Portions of the following roads are included this year: W. Tumblecreek Drive; S. 50th Street; W. Hilltop Lane; S. Chapel Hill Drive; W. Beacon Hill Drive; S. 68th Street, W. Briarwood Drive; S. 41st Street; S. Scherrei Drive; W. Shields Drive; W. Franklin Drive; and W. Puetz Road. A portion of S. Chapel Hill Drive was removed and the length of W. Puetz Road reconstructed may have to be shortened as well due to the available budget.

ANALYSIS

The bids received were as follows:

	Total Base Bid
Payne & Dolan, Inc.	\$ 1,044,376.30
Stark Pavement Corporation	\$ 1,021,132.00

The engineer’s estimate was \$1,103,412. Staff requested \$1,213,751 and \$1,100,000.00 is in the adopted 2020 budget. The City tries to keep the bid estimate about 10% under the budgeted amount to account for DPW expenses and overruns. This allows \$1,000,000.00 to be awarded to Stark and \$100,000.00 for DPW expenses and overruns.

Condition 41 in the General Conditions to the Contract portion of the Bid Documents states that “The Owner, upon proper action by its governing body, may authorize changes in the work to be performed or the materials to be furnished pursuant to the provisions of this contract. Adjustments, if any, in the amounts to be paid to the contractor by reason of any such changes shall be determined by one or more of the following methods: (a) By unit prices contained in the contractor's original bid and incorporated in his construction contract.” Since this is a unit price contract, City Staff re-calculated the estimate based on the removal of a portion of S. Chapel Hill Drive using Stark’s bid unit prices. The revised estimate is \$931,064.66. At this price there is the possibility to add the S. Chapel Hill segment that was removed if costs wind up as estimated.

Staff recommends the award to Stark Pavement Corporation in the amount of \$1,000,000.00.

OPTIONS

- A. Award contract to Stark Pavement Corporation; or
- B. Provide further direction to Staff.

FISCAL NOTE

The Road Program fund for 2020 was adopted at \$1,100,000.00.

RECOMMENDATION

(Option A) Motion to adopt Resolution No. 2020 - _____, a resolution awarding contract to the low bidder, Stark Pavement Corporation, in the amount of \$1,000,000.00, for the 2020 Local Street Improvement Program.

SAA

caCA 2020 Local Road Improvement Program Award

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

A RESOLUTION AWARDED CONTRACT TO THE LOW BIDDER,
STARK PAVEMENT CORPORATION \$1,000,000.00, FOR THE
2020 LOCAL STREET IMPROVEMENT PROGRAM.

WHEREAS, the City of Franklin advertised and solicited bids for the 2020 Local Street Improvement Program; and

WHEREAS, the low bidder was Stark Pavement Corporation, with a bid of \$1,021,132.00; and

WHEREAS, DPW expenses and overruns are budgeted at 10% of the expenses; and

WHEREAS, Stark Pavement Corporation is a qualified public works contractor; and

WHEREAS, the Road Program fund for 2020 was adopted at \$1,100,000.00; and

WHEREAS, based on Stark Pavement Corporation's bid unit prices, the City has removed a road segment and the revised estimate is \$931,064.66; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract in the amount of \$1,000,000.00 to Stark Pavement Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Stark Pavement Corporation be awarded the contract for the 2020 Local Street Improvement Program.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Stark Pavement Corporation on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020.

APPROVED:

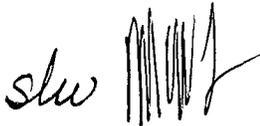
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/7/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Professional Services Proposals from GovHR USA for Recruitment of a Director of Administration and Recruitment of a Planning Manager</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.6.</p>

The Director of Administration (DOA) and Planning Manager positions will become vacant in the middle of January. The Mayor wishes to proceed with two professional services contracts with GovHR USA, one to fill each of the vacancies. GovHR USA is a leading provider of public sector recruitment services in SE Wisconsin, but also serves communities throughout the United States. The City previously used them for recruitments for the City Engineer, IT Director, and Economic Development Director.

Each proposal is attached. Each proposal involves a \$14,000 recruitment fee, with additional recruitment expenses capped at \$3,000 and an additional advertising allowance of \$2,500, for a total of \$19,500. The Planning Manager position also has a "Limited Scope" proposal (proposal page 7) which reduces costs, but the Mayor does not recommend it as it pushes more workload to the City's remaining staff. Also attached is the sample of an "Addendum" that was attached to their previous contracts that incorporates important components of the City's boilerplate language. (The sample provided is from the City Engineer recruitment.) A form of the addendum will be attached to each proposal. They have previously approved use of this addendum, so no problems are anticipated. Nonetheless, the motion allows the City Attorney to accept and approve modifications to the boilerplate as he determines is appropriate.

Lee Szymborski, the assigned consultant who has previously worked with the City, confirms that their proposal continues to include providing "a composite reference contact document" that provides a summary of their reference checks for recommended candidates. Additionally, as a way of context, the "log of all candidates who applied" will provide some additional summary information for the top few candidates who missed being a recommended candidate. Note also that Phase 1 of the Planning Manager process will include consideration as to whether the City might want to upgrade the position to Planning Director to enhance the recruitment/applicant potential, which change would require further approval by the Common Council.

Per Chapter 55 of the Municipal Code, the method of selection for both positions is as follows: "Mayor, subject to confirmation by majority of all members of Council." Unless otherwise directed, the costs of the recruitment will be funded by vacancy savings and charged to the Personnel Services appropriations of the Department of Administration and Planning Department, respectively. If net vacancy savings are insufficient, the residual would be applied to the Department of Administration's Professional Services line item. One-third of the recruitment fee is due upon contract issuance, so release of the payment is incorporated into the motion.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor to execute professional services proposals with GovHR USA for recruitment of a Director of Administration and a Planning Manager, incorporating an Addendum addressing boilerplate language, which are subject to change as determined by the City Attorney, and to authorize release of each initial payment as set forth in the proposal.



December 12, 2019

Director of Administration

Mayor Steve Olson
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Dear Mayor Olson:

Thank you for the opportunity to provide you with a proposal for the Director of Administration recruitment and selection process for the City of Franklin. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. We have 11 full time and 8 part time employees and 27 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 29 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding and* indicate that they plan to use our services or highly recommend us in the future.
- Our state-of-the-art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.
- The firm has a total of twenty-seven consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Michigan, and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public-sector leaders.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public-sector consulting firm, The PAR Group, and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and

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management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette, IL. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Consultant Assigned

GovHR Senior Vice President Lee Szyborski will be responsible for your recruitment and selection process. He will be assisted with background checks and administrative work by a home office Recruitment Coordinator and a Reference Specialist. Mr. Szyborski's biography is attached to this Proposal and his contact information is:

Lee Szyborski
Senior Vice President
GovHR USA LLC
Telephone: 847-380-3240
LSzyborski@GovHRusa.com

Mr. Szyborski has conducted approximately 65 executive recruitments since joining GovHR in 2013. A complete list of Mr. Szyborski's clients is available on our website at www.govhrusa.com.

References

The following references can speak to the quality of service provided by GovHR:

Wildwood, MO (City Manager, 2019) – Lee Szyborski

Councilwoman Katie Dodwell
16860 Main Street
Wildwood, MO 63040
313-640-3857
kdodwell@cityofwildwood.com

Baraboo, WI (City Administrator, 2019) - Charlene Stevens & Lee Szyborski

Mayor Mike Palm
City of Baraboo
101 South Blvd.
Baraboo, WI 53913
608-355-2715
mpalm@cityofbaraboo.com

Oak Creek, WI (HR Manager, 2018) – Lee Szyborski (City Administrator, 2016) – Lee Szyborski

Andrew Vickers, City Administrator
8040 S. 6th Street
Oak Creek, WI 53154
avickers@oakcreekwi.org

Shorewood, WI (Village Manager, 2017) - Lee Szyborski Tyler Burkart

Assistant Village Manager
3930 N. Murray Ave.
Shorewood, WI 53211
414-847-2700
tburkart@villageofshorewood.org

Scope of Work

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your Director of Administration search. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

Phase I will include the following steps:

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to two full days and one night depending upon the client's needs. We can also utilize dedicated email and surveys to obtain feedback from stakeholder groups. Previous clients have invited community leaders to meetings with our consultants; other clients have developed surveys for the community or organization; and some clients request we use a combination of these methods to fully understand community and organizational needs and expectations for the next Director. We will work closely with you on the format that best meets your needs.
- Development of a **Position Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following steps:

- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the City with a list of where we intend to place the position announcement, if requested.
- The development of a database of potential candidates from across the country unique to the position and to the City, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also

outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by video to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the Director. We will ask follow up questions and probe specific areas. By utilizing video interviews we will have an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.
- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

Phase V – Interviewing Process

Phase V will include the following steps:

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.

- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.
- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of Franklin's facilities and interviews with senior staff, if the City so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Citizen Involvement in the Recruitment Process

GovHR has entered into an exclusive strategic partnership with Polco. Polco provides the tools for municipalities to collect citizens' views. Community responses are validated using the local voter database to verify the responses. Civic engagement is enhanced by using websites, widgets, and apps to meet the citizens where they are. Citizens become more active and informed participants in the process by voicing their views to municipal leaders and other citizens. Polco makes voicing opinions accessible, easy and convenient. It is an excellent tool that can be used to solicit input during the recruitment process and can be used in the future for a wide variety of purposes related to civic engagement. This is an optional service. Pricing available upon request.

Leadership/Personality Assessments

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Typically these tools cost \$300 per candidate to administer. This fee is not included in our proposal.

One-Way Video Interviews

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded for an additional fee. The City can then review these interviews at your convenience prior to make a decision on which candidates to invite for interview.

Optional 360° Evaluation

As a service to the City, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed Director at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire. Our typical recruitment process includes the following milestones and deliverables:

➤ Weeks 1 - 2	On-site interviews of City officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure
➤ Weeks 3 - 8	Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant
➤ Week 9	Consultant recommendation to the City of qualified candidates Deliverable: recruitment report
➤ Week 10	Selection of candidate finalists by the City; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets
➤ Weeks 11-12	Interviews of selected finalist candidates; recommendation of final candidate; negotiation, offer, acceptance and appointment

Summary of Costs	Price
Recruitment Fee:	\$14,000
Recruitment Expenses: (not to exceed)	3,000
<ul style="list-style-type: none"> ➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts. copying etc. 	
Advertising:	2,500*
*Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.	
Total:	\$19,500**

**This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if requested, for an additional cost of \$900.

The above cost proposal is predicated on four consultant visits to the City; the first for the recruitment brochure interview process (up to two full days and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; and the third and fourth for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the City will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Philosophy

Executive search is an important decision-making process for an organization and our primary goal is to provide our client with the information to make the best hiring decision. Our firm's executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult. Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client's organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, "best match" candidate pool for client consideration. Our process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique, needs and circumstances facing our local government, public management, and related not-for-profit clients.

GovHR Guarantee

It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the City not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview

consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Franklin beyond the planned four visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

Why Choose GovHR?

We ask you to consider the following as you deliberate:

- We are a leader in the field of local government recruitment and selection with experience in more than 29 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the Local Government Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have video interviewed them, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Judith Schmittgens
Corporate Secretary and Compliance Manager
GovHR USA

Attachment: Consultant Biography

ACCEPTED BY THE CITY OF FRANKLIN, WISCONSIN

BY: _____

TITLE: _____

DATE: _____

CONSULTANT BIOGRAPHY

LEE SZYMBORSKI **Senior Vice President**

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full-service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents. In addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10- community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Mr. Szymborski's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled for the Village Manager all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City's management team.

Since joining GovHR USA in 2014, Mr. Szymborski has managed close to 65 executive searches for communities in Wisconsin, Illinois, Minnesota, Missouri and Massachusetts, as well as non-profit agencies including the International City/County Management Association.

His recent searches include City Manager, City Administrator and department head positions for communities throughout the Midwest and East Coast. He has done management studies and strategic plans for several Wisconsin, Illinois and Missouri communities, professional associations and councils of government. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin, Illinois, Minnesota and Massachusetts communities.

Professional Education, Training and Instruction

- Master of Science degree in Urban Affairs, University of Wisconsin - Milwaukee
- Bachelor of Arts degree in Political Science, University of Wisconsin – Milwaukee

Professional Development and Speaking Engagements

- Adjunct instructor at Upper Iowa University – Milwaukee Center
- Published articles in Public Management Magazine, Milwaukee Journal Sentinel

Memberships and Affiliations

- Mequon-Thiensville Sunrise Rotary Club
- Board of Directors for the Mequon Nature Preserve
- International City/County Management Association
- Wisconsin City/County Management Association

- Former President Illinois Association of Municipal Management Assistants
- Former President Mequon-Thiensville Sunrise Rotary Club

Awards

- Mequon – Thiensville Chamber of Commerce's Distinguished Service Award

Local Government Background

- City Administrator, Mequon, WI 1999-2014
- Assistant Village Manager, Buffalo Grove, IL 1987-1999
- Milwaukee County and City of Wauwatosa, WI 1980-1986



January 2, 2020

Planning Manager

Mr. Mark Luberda
Director of Administration
City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

Dear Mr. Luberda:

Thank you for the opportunity to provide you with a proposal for the Planning Manager recruitment and selection process for the City of Franklin. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public sector. We have 11 full time and 8 part time employees and 27 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. Please note the following key qualifications of our firm:

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- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding and* indicate that they plan to use our services or highly recommend us in the future.
- Our state-of-the-art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.
- The firm has a total of twenty-seven consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Michigan, and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public-sector leaders.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public-sector consulting firm, The PAR Group, and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to

630 Dundee Road, Suite 130, Northbrook, Illinois 60062
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the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette, IL. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Consultant Assigned

GovHR Senior Vice President Lee Szyzborski will be responsible for your recruitment and selection process. He will be assisted with background checks and administrative work by a home office Recruitment Coordinator and a Reference Specialist. Mr. Szyzborski's biography is attached to this Proposal and his contact information is:

Lee Szyzborski
Senior Vice President
GovHR USA LLC
Telephone: 847-380-3240
LSzyzborski@GovHRusa.com

A complete list of Mr. Szyzborski's clients is available on our website at www.govhrusa.com.

Scope of Work (Full Recruitment)

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your Planning Manager search. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

Phase I will include the following steps:

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to two full days and one night depending upon the client's needs. We can also utilize dedicated email and surveys to obtain feedback from stakeholder groups. Previous clients have invited community leaders to meetings with our consultants; other clients have developed surveys for the community or organization; and some clients request we use a combination of these methods to fully understand community and organizational needs and expectations for the next Planning Manager. We will work closely with you on the format that best meets your needs.
- Development of a **Position Announcement**.
- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following steps:

- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the City with a list of where we intend to place the position announcement, if requested.
- The development of a database of potential candidates from across the country unique to the position and to the City, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by video to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the Planning Manager. We will ask follow up questions and probe specific areas. By utilizing video interviews we will have an assessment of their verbal skills and their level of energy for and interest in the position.
- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each

candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.

- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

Phase V –Interviewing Process

Phase V will include the following steps:

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.
- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.
- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of Franklin's facilities and interviews with senior staff, if the City so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Leadership/Personality Assessments

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Typically these tools cost \$300 per candidate to administer. This fee is not included in our proposal.

One-Way Video Interviews

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded for an additional fee. The City can then review these interviews at your convenience prior to make a decision on which candidates to invite for interview.

Optional 360° Evaluation

As a service to the City, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed Planning Manager at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire. Our typical recruitment process includes the following milestones and deliverables:

➤ Weeks 1 - 2	On-site interviews of City officials and staff, development and approval of recruitment brochure Deliverable: recruitment brochure
➤ Weeks 3 - 8	Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant
➤ Week 9	Consultant recommendation to the City of qualified candidates Deliverable: recruitment report
➤ Week 10	Selection of candidate finalists by the City; additional background and reference checks, report preparation and presentation Deliverable: interview reports including suggested questions and evaluation sheets
➤ Weeks 11-12	Interviews of selected finalist candidates; recommendation of final candidate; negotiation, offer, acceptance and appointment

Summary of Costs	Price
Recruitment Fee:	\$14,000
Recruitment Expenses: (not to exceed)	3,000
<ul style="list-style-type: none"> ➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts. copying etc. 	

Advertising: *Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.	2,500*
Total:	\$19,500**

**This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files.

The above cost proposal is predicated on four consultant visits to the City; the first for the recruitment brochure interview process (up to two full days and one night, depending upon the client’s needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; and the third and fourth for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the City will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Philosophy

Executive search is an important decision-making process for an organization and our primary goal is to provide our client with the information to make the best hiring decision. Our firm’s executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult. Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client’s organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, “best match” candidate pool for client consideration. Our process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique,

needs and circumstances facing our local government, public management, and related not-for-profit clients.

GovHR Guarantee (Applies Only to Full-Scope Recruitments)

It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the Client not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Franklin beyond the planned three visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct another search for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

Limited Scope Recruitment Process

GovHR offers Clients a "Limited Scope" recruitment process, designed for municipal officials who require only partial assistance with a recruitment.

The first several components of a Limited Scope Recruitment Process and a Full Recruitment and Selection Process are similar and are designed to recruit candidates for the position. The consultant will visit the community, develop and place the job announcement, conduct outreach for candidates, review resumes and conduct telephone interviews. Two (2) references and education verification will be completed for each candidate. Finally, a Recruitment Portfolio that includes the information on the recommended candidates including résumés, cover letters and any supporting information the candidate submitted will be prepared and provided to the client via a candidate presentation meeting. At this point in the Limited Scope Recruitment process, GovHR involvement will be complete.

In summary, the major differences between the Limited Scope Recruitment Process and the Full Recruitment and Selection Process are:

- A Recruitment Flyer, instead of a full Brochure, will be prepared for the Limited Scope Recruitment. This will be one page which will consist of a brief description of the community, a few candidate traits and a short list of opportunities and the job ad – all on a single page. This flyer will be distributed as a .pdf file.
- The Limited Scope Recruitment will include only the presentation of a single Recruitment Portfolio (for the client to reproduce) whereas a full Recruitment and Selection provides the client with as many books as requested. Any additional books will cost \$35 each, plus postage.
- Once candidates for interview are selected, two additional references will be contacted.
- GovHR will not conduct background investigations (court, credit, motor vehicle records checks, etc.)
- GovHR will not offer any guarantee regarding the selection and tenure of the candidates. GovHR will bill the client immediately after presentation of candidates and will not "redo" the Recruitment and Selection Process if the Client is unsuccessful in hiring someone from the group of recommended candidates.

- Development of interview questions, second interview questions, and assistance with contract negotiations will be the responsibility of the client.

Summary of Costs: Limited Scope	Price
Recruitment Fee:	\$12,500
Recruitment Expenses: (not to exceed) <ul style="list-style-type: none"> ➤ Expenses include consultant travel, postage/shipping, telephone, support services, candidate due diligence efforts, copying etc. 	2,000
Advertising: <ul style="list-style-type: none"> *Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is billed only for actual cost. 	2,000*
Total:	\$16,500**

**This fee does not include travel and accommodations for candidates interviewed.

The above cost proposal is predicated on two consultant visits to the client; the first for the recruitment flyer interview process (up to one day and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; Any additional consultant visits requested by the client will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Why Choose GovHR

We ask you to consider the following as you deliberate:

- We are a leader in the field of local government recruitment and selection with experience in more than 29 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the Local Government Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have interviewed them via Skype, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

- We are your partners in this important process. You are welcome to review all the resumes we receive and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Judith Schmittgens
Corporate Secretary and Compliance Manager
GovHR USA

Attachment: Consultant Biography

ACCEPTED BY THE CITY OF FRANKLIN, WISCONSIN

BY: _____

TITLE: _____

DATE: _____

_____ **Full Scope Recruitment**

_____ **Limited Scope Recruitment**

CONSULTANT BIOGRAPHY

LEE SZYMBORSKI **Senior Vice President**

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full-service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents. In addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10- community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Mr. Szymborski's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled for the Village Manager all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City's management team.

Since joining GovHR USA in 2014, Mr. Szymborski has managed close to 65 executive searches for communities in Wisconsin, Illinois, Minnesota, Missouri and Massachusetts, as well as non-profit agencies including the International City/County Management Association.

His recent searches include City Manager, City Administrator and department head positions for communities throughout the Midwest and East Coast. He has done management studies and strategic plans for several Wisconsin, Illinois and Missouri communities, professional associations and councils of government. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin, Illinois, Minnesota and Massachusetts communities.

Professional Education, Training and Instruction

- Master of Science degree in Urban Affairs, University of Wisconsin - Milwaukee
- Bachelor of Arts degree in Political Science, University of Wisconsin – Milwaukee

Professional Development and Speaking Engagements

- Adjunct instructor at Upper Iowa University – Milwaukee Center
- Published articles in Public Management Magazine, Milwaukee Journal Sentinel

Memberships and Affiliations

- Mequon-Thiensville Sunrise Rotary Club
- Board of Directors for the Mequon Nature Preserve
- International City/County Management Association
- Wisconsin City/County Management Association
- Former President Illinois Association of Municipal Management Assistants

- Former President Mequon-Thiensville Sunrise Rotary Club

Awards

- Mequon – Thiensville Chamber of Commerce's Distinguished Service Award

Local Government Background

- City Administrator, Mequon, WI 1999-2014
- Assistant Village Manager, Buffalo Grove, IL 1987-1999
- Milwaukee County and City of Wauwatosa, WI 1980-1986

SAMPLE

Addendum to the Proposal by GovHR USA for Recruitment Services for a City Engineer/Director of Public Works for the City of Franklin

GovHR USA submitted a proposal to perform recruitment services for a City Engineer/Director of Public Works for the City of Franklin, WI. The proposal as submitted provides for the City to accept the services by executing page 8 of the submission letter. The following provisions are hereby incorporated as part of that service agreement, which is created through executing the proposal submission and this document. Acceptance of the proposal by the City is conditioned upon the proposal and this addendum both being executed and upon the terms of this addendum being incorporated into the proposal by reference.

Professionalism: The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by GovHR USA under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

Insurance: GovHR USA shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the City in amounts at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$2,000,000
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$2,000,000
D. Worker's Compensation and Employers' Liability	per statute
E. Professional Liability	\$1,000,000

Certificates of insurance evidencing the above shall be delivered to the City following execution of this Agreement and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the City and naming City as an additional insured for General Liability.

Indemnification: To the fullest extent permitted by law, GovHR USA shall defend, indemnify and hold harmless City, City's officers, employees, agents, boards, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of

GovHR USA, its officers, directors, employees, agents and consultants with respect to this Agreement.

Conflict of Interest: GovHR USA warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. GovHR USA warrants that it will immediately notify the City if any actual or potential conflict of interest arises or becomes known to the GovHR USA. Upon receipt of such notification, a City review and written approval is required for the GovHR USA to continue to perform work under this Agreement. The City's determination regarding conflict(s) of interest shall be final.

Governing Law and Disputes: This Agreement shall be construed pursuant to the laws of the State of Wisconsin. The venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

Records: GovHR USA shall maintain all of its records pertaining to this Agreement for not less than three years following the completion of this Agreement and shall provide for the inspection and copying of such records by the City upon request.

Assignment: GovHR USA shall not assign any of its rights, title, interest or obligations under this Agreement without the written permission of the City, which permission shall not be unreasonably withheld.

Termination: This Agreement may be terminated upon written notice at City's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. In the event of termination by the City, the City shall pay Consultant an amount mutually agreed upon for all services performed and delivered prior to such termination.

Accepted by the City of Franklin

Accepted by GovHR USA

By: _____
Signature Date

By: _____
Signature Date

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/7/2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Update on on-going operations in Department of Administration and in Planning and Zoning and assignment of responsibilities</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.7.</i></p>

With the resignation of Mark Lubberda (effective 1/20/20) from the Department of Administration and Joel Dietl (effective 1/15/20) from Planning and Zoning, the following responsibilities will be re-assigned temporarily while successors are hired and trained. Recruitment efforts will be discussed elsewhere on this agenda.

Functional Responsibilities, Temporary Assignments

- Director of Economic Development Calli Berg will act as the day-to-day manager of the Planning Department with general oversight, direction and advocacy.
- Regulo Martinez-Montilva will be acting Zoning and Planning Administrator with associated responsibilities (requires AICP).
- Regulo and Marion Ecks will share responsibilities for Plan Commission agenda items based on the agenda and the projects they're assigned. Both are NOT required to be at the meetings.
- At this point, normal committee staffing is still in place but out of the ordinary tasks and project requests must be approved by the Mayor.
- Gail Olsen may accept additional decision making with Calli and Regulo and Marion's input and informing the Mayor.
- Dana Zahn will administer HR policy and benefits administration, as well as Personnel Committee coordination. Dana will work with Paul Rotzenberg on health plan administration contracts. Outside labor counsel will be used at the approval of the Mayor and within the approved budget.
- Scott Satula will assume supervision of building maintenance and Bob Tesch, as well as remaining issues related to City Hall remodeling.
- Paul Rotzenberg will assume budget responsibilities, as well as some federal reporting duties, court fee updating with the Municipal Judge, and some added contract administration.
- Jim Matelski will assume higher authority on technology budgets and implementation and, along with Lisa and Sandi, will lead website improvements.
- Sandi Wesolowski will assume authority for liability insurance administration, some newsletter and web issues, assume trusteeship for the OPEB trusts (near future) and will be appointed Public Information Officer for the City. She will also provide oversight of the contract for management of the Assessor's Office.

- Marion Ecks will assume management of the impact fee update project with Ruekert-Mielke with data assistance from Paul Rotzenberg and his staff as well as the parkland acquisition contract (yet to be executed).
- Lisa Huening will temporarily report to Sandi.
- A “Merit Plan Implementation Work Group” will be formed with several department heads to design an implementation plan.
- Courtney Day and her staff will assume responsibility for the emergency notification system, supported by Cindy Manke from the PD.
- Quarry information for the web page will be put up as received from the committee, as will integration of additional searchable agenda’s and minutes to the web page. As discussed, Lisa, Jim and Sandi have such responsibility.

The above is not a comprehensive list of duties that will need to be performed in the interim period but provides a framework for the Common Council, employees, and constituents to show continuity and areas of responsibilities. Changes may occur.

Council Action Requested

Accept and place on file.

(Olson)

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/7/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">MOTION TO DIRECT THE COMMON COUNCIL TO DESIGNATE THE ASSOCIATE PLANNER AS THE INTERIM ZONING ADMINISTRATOR AS SUCH DUTIES PERTAIN TO ADMINISTRATION AND ENFORCEMENT OF THE UNIFIED DEVELOPMENT ORDINANCE</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 8</i></p>

Due to the pending resignation of the current Planning Manager, and the anticipated time needed to replace that position, it is recommended that the Common Council designate the Associate Planner as the Interim Zoning Administrator as such duties pertain to administration and enforcement of the Unified Development Ordinance, until such time as the position of Planning Manager is filled.

COUNCIL ACTION

A motion to designate the Associate Planner as the Interim Zoning Administrator as such duties pertain to administration and enforcement of the Unified Development Ordinance.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/7/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Transfer of Ownership of an Existing Laptop Computer to Mark Luberda upon Separation as the Director of Administration</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.9.</i></p>

Mark Luberda is the current Director of Administration (DOA) for the City, but he has resigned from that position effective at the end of January 19, 2020. During Mark's tenure he has been involved in many projects and many aspects of the City operations. With his departure, he takes with him a wealth of corporate knowledge. Mark has agreed to make himself available for questions to the extent possible without any inconvenience to his new employer or duties. Nonetheless, he believes he would be able to provide such support largely by checking his personal email at times such as before and after regular working hours and during lunch breaks, etc. The Mayor and select staff would then be able to get background information, help track down how something happened or where something is, etc. The Mayor believes this could be valuable assistance that can aid in the City's efficiency and productivity, without impinging upon Mark's new position.

To make this work effectively, Mark would need access to a laptop, which is something he does not own. The Mayor proposes that the City give Mark the laptop that he uses in his current position. The laptop in question was purchased in 2019 at a cost of \$1,205.75, which, even at full value, is equivalent to less than 20 hours of service. The IT Director has indicated that copies of Mark's files and emails can be provided and made available off-line, and does not have any security concerns with such an arrangement. With access to such records, Mark could much more easily point someone directly to the needed information instead of having to work entirely from memory. The IT budget has funding available that Mark's replacement could use to get a new laptop that meets that individual's needs.

This small cost of transferring a used asset could be very beneficial in helping the City transition to new staff, to completing outstanding projects, and to moving into a 2021 budget process. The Director of Finance and Treasury will determine if the asset transfer has IRS implications requiring recording of income and will address it accordingly. The Mayor recommends approval.

COUNCIL ACTION REQUESTED

Motion to authorize the transfer of ownership of the existing Department of Administration laptop computer to Mark Luberda upon separation as the Director of Administration.

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<p>APPROVAL</p> <p><i>slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/7/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>An Ordinance to Amend Ordinance 2019-2398, An Ordinance Adopting the 2020 Annual Budget for the Capital Improvement Fund to Provide Appropriations for the Station Specific Alerting System</p>	<p>ITEM NUMBER</p> <p><i>G, 10,</i></p>

The 2019 Capital Improvement Fund adopted budget contained a \$265,000 appropriation for the Station Specific Alerting System. The only contract issued against the project was at 2019 year-end with Starfire Systems for \$4,800 in electrical design. That contract was not encumbered by purchase order, so the entire \$265,000 is available to be re-appropriated into the 2020 budget so that the project may be completed. A next phase of that project's development is also on the agenda for this meeting.

COUNCIL ACTION REQUESTED

A motion to approve Ordinance No. 2020-____, "An Ordinance to Amend Ordinance 2019-2398, an Ordinance Adopting the 2020 Annual Budget for the Capital Improvement Fund to Provide for Carry Forward of Appropriations for the Station Specific Alerting System.

[Note: A roll call and four affirmative votes is required for passage.]

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 _____

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGET FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE APPROPRIATIONS FOR THE STATION SPECIFIC ALERTING SYSTEM

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the City of Franklin on November 19, 2019; and

WHEREAS, the 2019 Capital Improvement Fund adopted budget contained a \$265,000 appropriation for the Station Specific Alerting System, none of which was previously recorded as an encumbrance; and

WHEREAS, the City desires to undertake and complete the full project in 2020 so carrying forward the full appropriation is recommended.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2020 Budget for the Capital Improvement Fund be amended to add the following:

Capital Improvement Fund Approved Projects

Station Specific Alerting System	\$265,000
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Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 7th day of January, 2020.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p>APPROVAL</p> <p><i>Slaw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/7/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Execute a Contract with U.S. Digital Designs for an amount not to exceed \$184,126.43 for Purchase of Software and Hardware and Software Installation and Programming for a Fire Station Alerting System</p>	<p>ITEM NUMBER</p> <p><i>G.11.</i></p>

The Station Alerting System project is continuing to move forward. Since late November when it was authorized, Starfire Systems became under contract for and began working on electrical system designs for installation of the system hardware to be purchased from U.S. Digital Designs. The project has two broad remaining steps: 1) acquisition of the software and hardware, including software installation, and 2) bidding out the installation of the hardware. This Council Action Sheet addresses the first of those two action items.

Statutes generally require a public construction project with fixtures to be bid out. There are a number of exceptions to this requirement, one of which is set forth in Wisconsin Statutes 62.15 (1) that allows a community to adopt an ordinance that "any class of public construction or any part thereof may be done directly by the city without submitting the same for bids." This provision is included in the City of Franklin Municipal Code. For this project, therefore, the "part thereof" that the City will perform directly pertains to direct acquisition of the software and hardware for the system. Following is a summary of the multiple reasons it is in the City's best interest to provide for a direct purchase.

- The City will save sales tax and mark-ups on equipment purchases that would otherwise be directly purchased by an installer, who would pay sales taxes, and pass those costs along to the City with a percentage markup.
- Each system is different because they are inherently designed to operate with software that drives the functionality. That functionality drives the features and capabilities and service parameters the Fire Department seeks. As such, exact comparison of software products in a sealed-bid environment is very difficult and not inherently more beneficial than a thorough review process.
- The Fire Department followed an extensive, robust selection process for recommending which software/hardware product was in the best interest of the City. The process began with a review of research papers on the topic by the Fire Department's employee/management workgroup that addresses safety. That identified five primary vendors that were then investigated through collection of sales/marketing materials. After that, a detailed survey/questionnaire of other departments with station alerting systems was performed. Tours of stations for departments with the two leading systems (Oak Creek and Arlington Heights) were conducted. The top two vendors then created designs to ensure detailed, comparable component layouts and pricing were available.
- The employee/management workgroup identified U.S. Digital Designs as having some component pieces with advantages, such as but not limited to speakers for high-noise environments; ramped, solid-burn lights; and combined speaker/light components (need 1 replacement piece instead of 2). Additionally, the system was viewed as easier to manage and maintain by staff.
- The employee/management workgroup identified cost features that supported U.S. Digital Designs, such as 1) an estimated warranty and annual maintenance agreement cost of \$12,500 versus \$21,000, 2) a smart application for cell phones for no additional charge versus a per phone fee, 3) an easier, 24/7 support that did not have extra license fees for supervisor access, and 4) an estimated final cost approximately \$60,000 less than the second leading product offer.
- Successful employee/management workgroups are important for morale and employee engagement. It is arguably in the City's best interest when projects can be done in such a manner.
- Other than Oak Creek, communities within Milwaukee and Waukesha counties that have, or that Franklin understands is moving toward, a new system are using U.S. Digital Designs, which will likely be beneficial in the event of any shared, multi-jurisdictional, closest-to-the-call Fire Department dispatching effort.

If greater detail on each of these items, or additional supporting points is needed, please let staff know. These reasons substantially support the selection process and the results of the selection process for the station alerting system hardware and software as being in the best interest of the City.

Attached is a copy of the standard purchase contract with U.S. Digital Designs. **This version should be considered a draft as it is still under review for some details.** Effort will be made to provide a final version at the meeting. Importantly, the contract does include red-lined notes showing the first version of an initial language change (pages 3, 4, and 10). These changes are not common for them, but the City has requested them to aid in continuity in the total project process. The intent of this contract is to secure fixed pricing and terms with the software and hardware vendor, but not be 100% committed to finalization and purchase costs until AFTER the bidding of the installation is completed. This ensures the final, whole-project pricing is acceptable to the City and that neither U.S. Digital Designs nor installation vendors can view the completion of either phase first as a point of leverage against the City. In short, our obligation to purchase the equipment can be cancelled with limited risk (wording on page 10) if the City does not complete the installation bid process and award a bid within 6-9 months (final period still under negotiation).

After the standard purchase contract is the 21-page quote, which remains valid despite the notation on the front page. This quote becomes Appendix A in the contract. The contract for hardware equipment and software installation and programming is generally as follows:

	U.S. Digital Designs	Electrical Install By Others (to be bid)
Primary Dispatch G@ FSA System	\$51,326.17	
Station 1	\$47,618.96	\$11,825
Station 2	\$42,590.65	\$21,450
Station 3	<u>\$42,590.65</u>	<u>\$21,450</u>
	\$184,126.43	\$54,725

Also attached are design images. Questions about the design and the device installation pattern or density should be addressed to the Fire Chief. Pricing is generally indicating a ten percent discount from what they list as their list price. They indicate that this pricing equals the pricing they submitted to NPPGov, whose website indicates that "NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a Lead Public Agency."

An estimate of the installation bidding price is also provided above. Additionally, the City would need to contract separately with its CAD provider, ProPhoenix, to connect the U.S. Digital Designs' system and software to the dispatch system. ProPhoenix does have a history of successful connection to the U.S. Digital Designs' system. It simply takes work and coordination between the vendors. The ProPhoenix cost is estimated at under \$20,000. There will likely be some additional contingency costs for the IT Department as it ensures it can comply with the network requirements, as the finishing technical review remains underway and will be coordinated with the final electrical system design. Note that the pricing below does not include annual maintenance costs after the first-year warranty, which are incorporated into the agreement. The 2019 budget was \$265,000.

COUNCIL ACTION REQUESTED

Motion to authorize execution of a contract with U.S. Digital Designs for an amount not to exceed \$184,126.43 for purchase of software and hardware and software installation and programming for a fire station alerting system.

US Digital Designs



FIRE STATION ALERTING SYSTEM PURCHASE CONTRACT

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

[customer]
[division or department]
[Contact person]
[address]
[address]
[phone numbers]
[email address]

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

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

- a. “Additional Services” means any and all services performed by USDD at the instruction or request of Customer through its authorized personnel that are not specifically included in the Scope of Work.
- b. “Communications Gateway” means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.

- c. **“Engineering Services”** means engineering or project management services performed by USDD’s employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation sight.
- d. **“GaRI Audio Interface”** means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.
- e. **“Hardware”** means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, that Hardware shall not include any televisions or monitors manufactured by third parties.
- f. **“Intellectual Property”** means any and all rights of USDD related to USDD’s Products and business existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
- g. **“Products”** means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
- h. **“Quote”** means the document at Exhibit A, excluding the section titled “terms and conditions,” if any.
- i. **“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.
- j. **“Service Agreement”** means the document attached at Exhibit C.
- k. **“Software”** means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to Customer by USDD.
- l. **“System”** means all Hardware and Software purchased by Customer directly from USDD under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD.

- m. "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.
- n. "VoiceAlert Radio" means the Software that controls the GaSi Audio Interface and functionality of the optional radio alert system.
- o. "Warranty" means the New System Warranty attached at Exhibit D.
- p. Undefined technical terms, specifications and acronyms used throughout this Contract shall have the meanings generally attributed to them in the fire station alerting industry.

3. **Products and Services.** USDD agrees to provide the Products and perform the services set forth in the Scope of Work at the prices set forth in the Quote. Prices are subject to correction for error. Unless otherwise specifically waived in the Quote, Customer shall bear all costs of shipping the Products. Risk of loss or damage in transit shall be borne by USDD. Upon delivery to Customer's site, Customer shall bear all risk of loss or damage to any Products occurring thereafter.

4. **Engineering Services.** Except as otherwise set forth in the Quote, all Engineering Services provided by USDD related to the System shall be charged at \$250.00 per man-hour.

5. **Installation Services.** Except as otherwise set forth in the Quote, installation of the System shall be provided by USDD and its certified installation subcontractors as follows:

- a. Within 30 days after the execution of this Contract, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting").
- b. Either party may elect to participate in the meeting remotely via video or telephone conference.
- c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with Customer regarding development of a project schedule and the Engineering Services.
- d. Thereafter, USDD and Customer will collaborate to plan and document the Products, layout, and installation protocols for each individual installation sight and finalize the project schedule (collectively the "Design Phase").
- e. Upon completion of the Design Phase, USDD-Customer shall obtain competitive bids from one or more of its certified installation contractors for installation of the Products at each installation site. Installation contractor shall be trained and certified by USDD prior to installation of Products. Customer shall choose an

installation contractor within _____ months from the effective date of this Contract ("Bid Period").

- f. Customer shall issue its authorization to proceed with delivery of the Products and Services as set forth in the Quote within 5-_____ days of completion of the ~~Design Phase~~-Bid Period.
- g. Upon issuance of Customer's authorization to proceed, no changes will be made to the design of the System except upon written change order.

6. **Invoices and Payment.** USDD shall invoice Customer for all Products delivered to Customer and all services provided to Customer on a monthly basis. All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by USDD. Invoices unpaid for 30 days are subject to interest at 18% per annum.

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

8. **Acceptance of Station Installation.** Upon substantial completion of installation at each fire station or dispatch center, USDD or its subcontractor may prepare and deliver to Customer a written request for Customer's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, Customer 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"). If Customer 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 14 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted.

9. **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" (as defined below), USDD and Customer shall jointly develop a written acceptance testing procedure ("ATP") and perform a test of the System ("Acceptance Test"). 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 Customer to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute Customer's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, Customer shall provide USDD with a Certificate of

Completion in a form acceptable to USDD. If Customer believes the Acceptance Test was unsuccessful, and if Customer has complied with all "Customer Obligations" (as defined below), Customer 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, Customer may terminate this Contract for cause. Failure of Customer to provide a timely Failure Notice shall constitute Customer's irrevocable acceptance of the System.

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

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

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

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

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

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

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

17. **Customer Obligations.** Customer shall take and perform all reasonable action necessary to facilitate USDD's performance of the Scope of Work hereunder. Without limiting the foregoing, Customer shall be responsible for the following:

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

- iv. Provide three 100/1000base T LAN ports for Communications Gateways and IP KVM (1 for each Communications Gateway – 2 total, and 1 for IP KVM). These LAN ports must have connectivity to the Customer's CAD system interface server for the station alerting interfaces, and connectivity to the fire station networks for station alerting. USDD will provide Network Protocol diagram for details on protocols necessary for the system operations;
 - v. Provide three CAT6 patch cables from LAN ports to Communications Gateway installation location;
 - vi. Prior to shipment of any Product, assign four IP addresses on the network where the Communications Gateways will reside, and provide the addresses to USDD, together with the subnet mask and default gateway address (two IP addresses are for physical Communications Gateways, one IP address is for the active Communications Gateway, and one IP address is for the Spider IF KVM);
 - vii. If Customer anticipates using the G2 Mobile smartphone application, allow all Communications Gateway IP addresses to access the URL <https://fsa-mobile.com> (note the use of https indicating use of TLS TCP port 443);
 - viii. Provide IP address for internal NTP server for Communications Gateway time synchronization to allow outbound access to time.nist.gov on NTP (UDP 123) and either allow access to DNS outside the Customer's network or provide an internal DNS server IP address; and
 - ix. Provide remote access to Customer's network by providing VPN access to the four IP addresses assigned to the Communications Gateways (access will be required to all equipment on TCP Ports for SSH (22), HTTP (80), and HTTPS (443)).
- d. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the Customer's CAD system, the Customer must contact the CAD vendor and schedule this work. USDD will work with the CAD vendor to implement and test the CAD interface. If USDD is required to interface to an existing CAD system for which USDD does not have an interface, the Customer is required to provide, or have the CAD vendor provide, documentation on the CAD vendor's interface. This information must be provided in a timely manner, or the System installation may be significantly delayed.
- e. Provide the voice and data radio system, data network infrastructure, dispatch computers with current version web browser, and personnel skilled in Customer's radio and data systems. USDD's web-based user interface software is only

supported on the most recent versions of Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox web browsers;

- f. If Customer purchases the VoiceAlert Radio connections option, for the Communications Gateway to radio system connection, Customer shall:
 - i. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third party console software licenses as necessary;
 - ii. Provide network access from Communications Gateways to radio consoles, if radio console control is part of the project; and
 - iii. Provide control radios, radio consoles, or other radio system access hardware necessary to interface the GaRI Audio Interface to Customer's voice radio system. Note that Customer is responsible for connection of the GaRI Audio Interface to the Customer's radio system. USDD will provide documentation and assistance.

- g. At each ATX or ATU Station Controller installation site, Customer shall:
 - i. Provide mounting location for Station Controller;
 - ii. Provide one 15A/120V AC outlet within 4' of the Station Controller location preferably on a Generator circuit;
 - iii. Provide mounting location for Station Controller UPS, if necessary;
 - iv. Provide one 10/100baseT LAN connection within 6' of the Station Controller from station LAN with 2-way TCP/IP and UDP/IP connectivity to Communications Gateway network (dispatch center or computer equipment location);
 - v. Provide one IP address, subnet mask, and default gateway for each station location;
 - vi. Provide external VPN access to the IP addresses assigned to the Station Controllers, which must provide access for SSH (22) and HTTPS (443);
 - vii. Provide connection to existing 70 volt speaker system if existing amplifier and/or speaker system is to be used;
 - viii. Provide dispatch radio for audio source for dispatch alerting, if necessary. Provide make and model of radio to be used, as well as any connector

pinouts if USDD is responsible for connection per the Contract. Note, Customer is responsible for connection to Customer's radios unless otherwise specified in the Contract;

ix. Provide connections from telephone intercom, secondary dispatch radio, or other existing audio sources to the Station Controller, if necessary. Provide technical documentation on any interfaces that USDD is responsible for per the Contract. Note, Customer is responsible for connection to Customer Equipment unless otherwise specified in the Contract; and

x. Provide technical documentation of all existing equipment to which the Station Controller or Peripherals are to be interfaced. Note, Customer is responsible for connection to Customer Equipment unless otherwise specified in the Contract.

h. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;

i. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on Customer's property;

j. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

k. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions; and

l. The security, accessibility, and integrity of the System, Customer Equipment, and installation site.

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

19. Termination

a. **By Customer.** If this Contract is terminated by Customer for any reason other than USDD's breach, Customer shall immediately pay USDD for all work in

progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this Contract.

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

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

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

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

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

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

For the Customer:

Name: _____
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

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

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

26. **Governing Law.** This Contract will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles.

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

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

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

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

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

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

[Customer Name]:

US Digital Designs, Inc.:

By: _____

By _____

Name: _____

DOMINIC MAGNONI, Vice President

Its: _____

Date: _____

Date: _____

EXHIBIT A
Quote

EXHIBIT B
Scope of Work

EXHIBIT C
Service Agreement

US Digital Designs



SERVICE AGREEMENT

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

[customer]
[division or department]
[Contact person]
[address]
[address]
[phone numbers]
[email address]

1. **Recitals.** The Customer requires USDD to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service the Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

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

- a. “Additional Services” shall have the meaning set forth in Section 7, below;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

- c. "Commencement Date" shall be _____ [expiration of Warranty period – 18 months from date of shipment];
- d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- e. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.
- f. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.
- g. "Services" shall have the meaning set forth in Section 3, below;
- h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by USDD;
- i. "System" means all Hardware and Software purchased by Customer either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;
- j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.

3. **USDD Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and
- g. Ground shipping for the return of repaired Hardware.

4. **Hardware Repairs.** If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

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

6. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the

product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

7. Additional Services by USDD. Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

8. Customer Facilitation of Services. In order to facilitate USDD's delivery of the Services, Customer will appoint a person from its staff to consult with USDD and provide such information, access, description, and guidance as is necessary for USDD to perform its duties hereunder ("System Administrator"). The Customer will ensure that the System Administrator is reasonably available to USDD. USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. The Customer may replace the person serving as its System Administrator only upon prior written notice to USDD. Without limiting the foregoing, Customer will be responsible for the following:

- a. The provision of VPN using SSH protocol for remote access to the System for remote access support;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and

functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

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

9. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an "Additional Term") by giving written notice of Customer's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.

10. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), Customer shall pay USDD an Annual Fee in advance for the Services and to be delivered hereunder (the "Annual Fee"). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances ("Base Amount"), multiplied by .09. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. USDD may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at 18% per annum. Annual Fees are nonrefundable.

11. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. USDD reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.
- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of USDD.

- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.
- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by USDD to have been abandoned by Customer. USDD will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

12. **Limited Warranty.** USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

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

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

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

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

16. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

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

18. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

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

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

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

21. **Images and Testimonials.** During the term of this Service Agreement, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer’s System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively “Images”). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer’s experience with the System (collectively “Testimonials”). Customer consents to USDD’s use of such Images and Testimonials for verification, training, and promotional purposes in USDD’s sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

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

[Customer]:

US Digital Designs, Inc.:

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

By _____
DOMINIC MAGNONI, Vice President
Date: _____

EXHIBIT D
Warranty

US Digital Designs



NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the Products purchased under the Fire Station Alerting System Purchase Contract ("Contract") and integrated into the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the Contract for a period of 18 months from date of initial shipment of Product from USDD warehouse ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the Contract.

2. **Hardware Defects.** If a Hardware defect arises and a valid claim is made within the Warranty Period, at its option, USDD 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 Customer'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. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

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

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. Customer’s use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the Contract, which will be charged at USDD’s then current rates.

6. Exclusions and Limitations. USDD’s obligations under this Warranty are contingent on the Customer providing USDD with VPN using SSH protocol 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 Customer’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. **TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. **EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.** USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to

Franklin, Wisconsin Franklin Fire Department

Project:

G2 Fire Station Alerting System **One (1) Dispatch System & Three (3) Station Systems**

Proposal number

WI_FRNK003

Revision #

2

[Pricing Protected per Public Procurement Authority (PPA) Master Price Agreement (MPA) available to members of National Purchase Partners LLC dba FireRescueGPO dba Public Safety GPO dba Law Enforcement GPO and dba NPPGov - Contract #VH 1164 - more information available at <https://nppgov.com/contract/us-digital-designs>] **Franklin Fire Department is a member. #M-**

Quote Date

28-May-2019

Quote Expires.

26-Aug-2019

INSTALLATION BY

Installation is not assumed or included by USDD

By Others

By

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@usdd.com

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

US DIGITAL DESIGNS

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

QUOTE

DATE: 5/28/19
 Expires: 8/26/19

Quote SUBMITTED TO:
Franklin, Wisconsin
Franklin Fire Department

REF PROPOSAL
WI_FRNK003 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 QUANTITIES								
DISPATCH	UNIT	COST	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE	NOTES
DI1	LOT	USDD	0	Radio System Interface (Full Console Interface - Requires (owner-furnished) dedicated console, specifically and solely tasked for Station Alerting)	RSI-P	\$ 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 - ProPhoenix (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	\$ 11,950.00	\$ 10,755.00	\$ 10,755.00

DISPATCH SYSTEM PRICES								
DISPATCH	UNIT	COST	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE	NOTES
DC1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	G2-GW	\$ 10,425.00	\$ 9,382.50	\$ 9,382.50
DC2a	Kit	USDD	2	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 2,075.00	\$ 1,867.50	\$ 3,735.00
DC2b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 2,075.00	\$ 1,867.50	\$ -
DC3	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -
DC4	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -
DC5	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -

DISPATCH SYSTEMS PRICES									
Item	Unit	USDD	Qty	Description	Code	Base Price	Quote Unit	Quote Ex	
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	\$ 393.53	\$ 354.17	\$ 354.17	
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	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)	TRA-DIS-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	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)	TRA-STA-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS7a	LOT	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	\$ -	
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
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 CENTER SYSTEM	System Total	\$ 51,204.17
	Shipping Total	\$ 51,204.17
	System Subtotal	\$ 51,326.17

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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	\$ 2,387.25	\$2,148.53	3222.7875 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	\$ 2,387.25	\$ 2,148.53	\$ -	

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH SYSTEMS / SYSTEM TOTAL	\$ 51,326.17
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ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL	\$ 51,204.17
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL	\$ 122.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT	\$ -
ALL DISPATCH-LEVEL MISCELLANEOUS (if applicable)	\$ -
PRIMARY DISPATCH-LEVEL GRAND TOTAL	\$ 51,326.17

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

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

US DIGITAL DESIGNS

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

QUOTE

DATE: 5/28/19
 Expires: 8/26/19

Quote SUBMITTED TO:
 Franklin, Wisconsin
 Franklin Fire Department

REF PROPOSAL
WI_FRNK003 v2

STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_FRNK.ALL STATIONS.FSA.2019.05.21.pdf

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

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	0	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP	EXP	\$ 7,325.00	\$ 6,592.60	\$ -
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	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 662.60	\$ -
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	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00
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	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00

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	3	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	\$ 102.60
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	3	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 287.00	\$ 258.30	\$ 774.90
SP12a	Ea	USDD	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -
SP15	Ea	USDD	25	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 7,312.50
SP16	Ea	USDD	1	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 292.50
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -
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	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	0	Station Installation Installation is not assumed or included by USDD	ST-INST			\$ -
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,260.60	\$ 2,034.54	\$ 2,034.54
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,114.68	\$ 1,003.21	\$ 1,003.21
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 444.33	\$ 399.90	\$ 399.90
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 57.34	\$ 51.61	\$ 51.61
SS7a	Ea	USDD	1	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	\$ 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	\$ 3,929.22	\$ 3,536.30	5304.447 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	\$ 3,929.22	\$ 3,536.30	\$ -

STATION 01	System:	\$ 46,403.96
	Shipping:	\$ 1,215.00
	Warranty & Support:	\$ -
	Miscellaneous (if applicable)	\$ -
	STATION SUBTOTAL:	\$ 47,618.96

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

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.
For FSaaS Program The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.

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

04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 Structural backing for system devices and other millwork (not specifically detailed) by others.
11 If applicable Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power including (but not limited to) raceway conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments
15 - Any misuse, unauthorized modification, improper installation excessive shock, attempted repair accident, or improper or negligent use, storage transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

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

QUOTE

DATE: 5/28/19
 Expires: 8/26/19

Quote SUBMITTED TO:
 Franklin, Wisconsin
 Franklin Fire Department

REF PROPOSAL
WI_FRNK003 v2

STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_FRNK.ALL_STATIONS.FSA.2019.05.21.pdf

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

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	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	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -
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	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00
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	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00

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	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -
SP15	Ea	USDD	21	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 6,142.50
SP16	Ea	USDD	3	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 877.50
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -
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, Bohm 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	0	Station Installation (Installation is not assumed or included by USDD)	ST-INST			\$ -
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,118.65	\$ 1,906.79	\$ 1,906.79
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,100.26	\$ 990.23	\$ 990.23
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 423.73	\$ 381.36	\$ 381.36
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 55.08	\$ 49.58	\$ 49.58
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	\$ 3,813 57	\$ 3,432.21		5148 3195 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	\$ 3,813 57	\$ 3,432.21	\$ -	

STATION 02		System:	\$ 41,463.65
		Shipping:	\$ 1,127.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 42,590.65

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

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.
For FSASaaS Program The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD Cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity performance and reliability expectations.

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

04	Installation warranted by installation contractor G2 FSAS warranted, serviced and supported by USDD
05	Unless specifically detailed in this proposal, installation to be performed during normal working hours
06	Unless specifically detailed in this proposal, no permit fees or material charges have been included
07	Unless specifically detailed in this proposal no removal or remediation has been assumed or included
08	Unless specifically detailed in this proposal, no bonds of any type (performance bid) have been assumed, included or budgeted for in this proposal.
09	USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10	Structural backing for system devices and other millwork (not specifically detailed) by others
11	If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12	All electrical power including (but not limited to) raceway conduit, backboxes service panels, high-voltage wiring and fixtures by others.
13	All communications pathway infrastructure (network, radio etc.) by others unless specifically detailed in this proposal
14	USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15	Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair accident, or improper or negligent use storage transportation or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

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

QUOTE

DATE: 5/28/19
 Expires: 8/26/19

Quote SUBMITTED TO
 Franklin, Wisconsin
 Franklin Fire Department

REF PROPOSAL
WI_FRNK003 v2

STATION-LEVEL

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing #USDD.WI_FRNK.ALL_STATIONS.FSA.2019.05.21.pdf

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

STATION SYSTEM CONTROLLER								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 21,750.00	\$ 19,575.00	\$ 19,575.00
SC2	Kit	USDD	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	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -
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	2	Push Button, Emergency (Red)	PB-R	\$ 110.00	\$ 99.00	\$ 198.00
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	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ 4,725.00

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	0	G2 ROOM REMOTE 2 Module / 2017 version 2	RR2	\$ 2,025.00	\$ 1,822.50	\$ -
SP12c	Ea	USDD	0	RR2 Adapter Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 46.00	\$ 41.40	\$ -
SP12d	Ea	USDD	0	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 175.00	\$ 157.50	\$ -
SP15	Ea	USDD	21	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 6,142.50
SP16	Ea	USDD	3	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 325.00	\$ 292.50	\$ 877.50
SP17a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 815.00	\$ 733.50	\$ 733.50
SP17b	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 13.00	\$ 11.70	\$ -
SP17c	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 48.00	\$ 43.20	\$ -
SP17d	Ea	USDD	0	SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT - for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 42.00	\$ 37.80	\$ -
SP18a	Ea	Bogn	0	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 85.00	\$ 76.50	\$ -
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	0	Station Installation (Installation is not assumed or included by USDD)	ST-INST			\$ -
SS2	Ea	USDD	0	Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	\$ -	\$ -	\$ -
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,118.65	\$ 1,906.79	\$ 1,906.79
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,100.26	\$ 990.23	\$ 990.23
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 423.73	\$ 381.36	\$ 381.36
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 55.08	\$ 49.58	\$ 49.58
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	\$ 3,813.57	\$ 3,432.21	5148.3195 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	\$ 3,813.57	\$ 3,432.21	\$ -	

STATION 03		System:	\$ 41,463.65
		Shipping:	\$ 1,127.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 42,590.65

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

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
For FSaaS Program, The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes.
01 - Unless specifically detailed in this proposal, no installation by USDD or its 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: 5/28/19

Expires: 8/26/19

Quote SUBMITTED TO

Franklin, Wisconsin

Franklin Fire Department

REF PROPOSAL
WI_FRNK003 v2

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
DISPATCH-LEVEL SUBTOTAL		\$ 51,326.17
Includes	PRIMARY DISPATCH G2 FSA SYSTEM	\$ 51,326.17
	PRIMARY DISPATCH MOBILE APP SERVICE	\$ -
	PRIMARY DISPATCH MAPPING SERVICE	\$ -
	PRIMARY DISPATCH WARRANTY & SUPPORT	\$ -
	PRIMARY DISPATCH G2 FSA SYSTEM MISC.	\$ -
Notes	One (1) Dispatch Center System currently proposed/included No backup/disaster-recovery dispatch systems have been requested or assumed/included in this proposal	
STATION-LEVEL SUBTOTAL		\$ 132,800.26
Includes	STATION 01 SYSTEM	\$ 47,618.96
	STATION 01 WARRANTY & SUPPORT	\$ -
	STATION 01 MISC	\$ -
Includes	STATION 02 SYSTEM:	\$ 42,590.65
	STATION 02 WARRANTY & SUPPORT:	\$ -
	STATION 02 MISC:	\$ -
Includes	STATION 03 SYSTEM:	\$ 42,590.65
	STATION 03 WARRANTY & SUPPORT:	\$ -
	STATION 03 MISC :	\$ -
Notes	Three (3) Station Systems currently included in this proposal, Installation is not assumed or included by USDD	
US Digital Designs System Total		\$ 184,126.43

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

(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

subject to change if system design is modified. For additional details please review current O&M Warranty Statement and Service Agreement

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD")
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES**
7. **WARRANTY** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

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

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

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

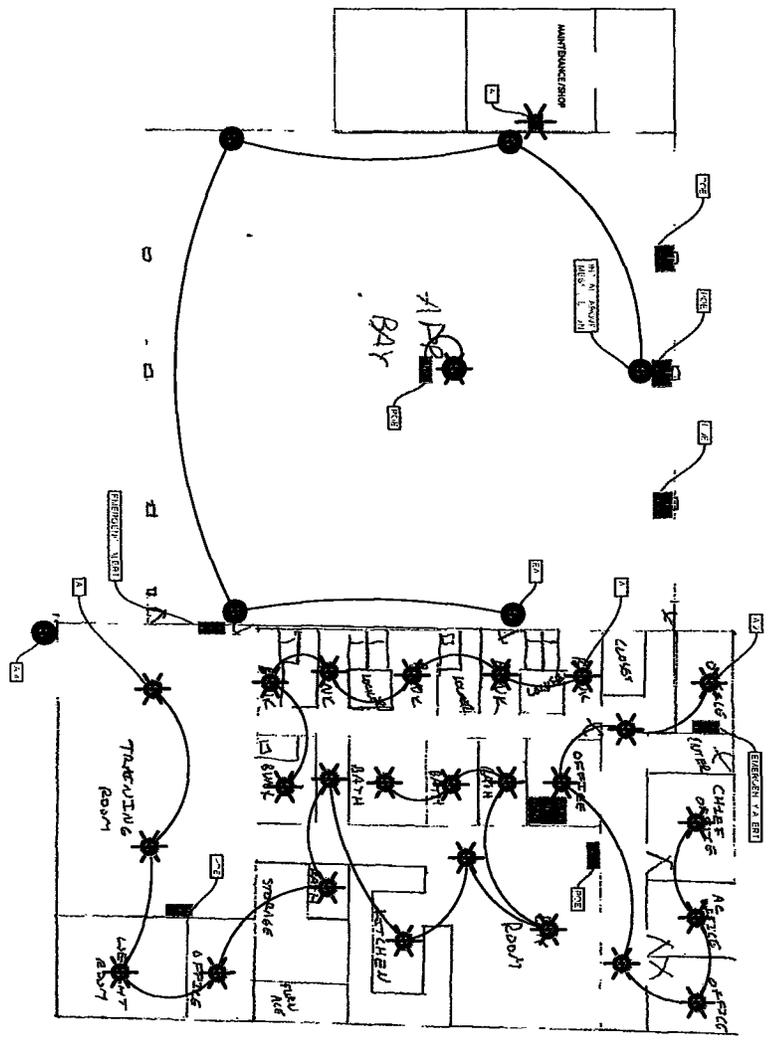
TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES,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

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

8. **SERVICE AGREEMENT** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE.** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property" means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide,
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. **SHIPPING/DELIVERY** Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
13. **CREDIT CARDS** All USDD quotes are developed for the customer with the understanding the eventual purchase would be facilitated using standard Purchase Order and Invoice process. If customer would rather use a Credit Card for purchase then said order would be subject to a 4% credit card processing charge.
14. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.
15. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS**

- NOTES:
- SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
 - US DIGITAL DESIGNS DOES NOT SUPPLY JACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 - US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
 - PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURNISHED SYSTEMS (EXHAUST LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

- INSTALLER NOTES:
- INSTALLER TO INCLUDE CONNECTION BETWEEN ATX STATION CONTROLLER'S LINE-LEVEL AUDIO OUTPUT AND (EXISTING) OWNER-FURNISHED HOUSE AUDIO SYSTEM (AMP) IF APPLICABLE)
 - INSTALLER TO PROVIDE 1 CAT5/CABLE FROM ATX CONTROLLER TO CUSTOMER EXISTING STATION RADIO AND NETWORK SYSTEM FOR BACKUP
 - INSTALLER TO PROVIDE CONNECTION BETWEEN (EXISTING) OWNER-FURNISHED STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE.



Count	US DIGITAL DESIGNS Name
1	EXTERNAL AMPLIFIER (60-100W)
1	G2 ATX STATION CONTROLLER
25	G2 LED SPEAKER (G2-LTV-16-70)
1	G2 LED SPEAKER-BOX
1	G2 MESSAGE REMOTE 1
5	G2 MESSAGE SIGN STANDARDS (MS-G2-S1)
3	G2 MS ADAPTOR PLATE SINGLE (AP-S1)
1	G2 OMNISTROBE SPEAKER
1	G2 UPS (G2-UPS)
3	MS-MANTART
2	PUSH BUTTON (RED)
6	SPEAKER WEATHER-PROOF

SYMBOL	DESCRIPTION
EA2	EXTERNAL AMPLIFIER
ATX	STATION CONTROLLER
G2	LED SPEAKER
G2-1	LED SPEAKER-BOX
MR1	MESSAGE REMOTE 1
MS-G2-S1	MESSAGE SIGN STANDARDS
AP-S1	MS ADAPTOR PLATE SINGLE
OS	OMNISTROBE SPEAKER
UPS	UPS
MS-MANTART	MANTART
PB	PUSH BUTTON (RED)
SP	SPEAKER WEATHER-PROOF

POE = USDD device connects to G2 ATX Power-Over-Ethernet (POE) port 1 thru 8 or G2 Expansion Modules(9) ports 1 thru 12
 An = G2 ATX Amplifier 1 4
 Ea,n = G2 External Amplifier 1 n

5/21/2019 9:48:00 AM

project	CITY OF FRANKLIN, WI
building	FIRE STATION 1
filename	USDD.WL_FRNK_FS01.FSA.DWG
date	21-May-2019



JA design by

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 01/07/20
Reports & Recommendations	REQUEST FOR APPROVAL OF REVISED RATES OF SERVICE FOR STREET AND UTILITY CONSTRUCTION INSPECTION FOR THE YEARS 2020 AND 2021	ITEM NO. <i>6.12.</i>

BACKGROUND

Pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public utilities and construction of roadways in public right-of-ways and easements. This inspection is most commonly used for private development. The developers pay for this inspection.

ANALYSIS

1. Three firms are providing outstanding service and are used in an ongoing rotation. Those firms are:
 - Graef
 - raSmith
 - Ruekert-Mielke
2. The term of consultant employment is two years.
3. The consultants were asked to independently submit their proposed rates to the City. Upon receiving the three sets of rates, Engineering Staff established a reasonable, blended set of rates. As shown on the attached document, the increase is approximately 5% from the previous term. All three firms have confirmed that the blended rates are acceptable.
4. Each firm's Staff have proved to adequately perform and are again seeking assurance of inspection work to maintain staffing levels. Given these firms have enough qualified personnel including much needed supervision for coordination, it is the recommendation of Staff to increase rates for 2020 and 2021 to the proposed rates.

OPTIONS

- A. Extend agreements with rates for 2020 and 2021
- B. Provide further direction to staff.

FISCAL NOTE

Rates of compensation for inspection services will be common for all firms and as charged to developers.

RECOMMENDATION

(Option A) Motion for approval of revised rates of service for street and utility construction inspection for years 2020 and 2021.

Encl.

PROPOSED INSPECTION CHARGE OUT RATES FOR 2020 AND 2021
AND COMMON TERMS OF AGREEMENT
CITY OF FRANKLIN
January 7, 2020

Three firms (Graef, raSmith, and Ruckert-Mielke) have submitted charge-out rates for 2020 and 2021. The rates have been blended to establish one set of rates for each firm, which amounts to an increase of approximately 5% from the previous term.

	2018-2019	2020-2021
	Current	Proposed
Construction Supervisor	\$133/hr	\$140/hr
Tech III	\$96/hr	\$101/hr
Tech II	\$85/hr	\$89/hr
Tech I	\$67/hr	\$72/hr
Survey Crew (two-person)	\$187/hr	\$196/hr
Survey Crew (one-person)	\$135/hr	\$142/hr
CADD Tech IV	\$102/hr	\$107/hr

- Mileage will be based on City rate.
- Tech IIIs are the senior and most experienced techs, with more than 10 years progressive experience. Tech IIs are experienced with more than five years progressive experience. Tech Is should be committed full-time employees gaining experience.
- Subdivision development must be inspected primarily by either a Tech III or Tech II. A Tech I can be used only as a “second” or associate on site with a Tech III present.
- As-built, punch list crew members will be billed out as individual involved i.e., one Tech III, one Tech I, etc.
- Each firm must provide a certificate of insurance.