

**LEE COUNTY PORT AUTHORITY  
Participating Addendum**

**24-25RMG: Westnet #042021-WNT  
Public Safety Communications Technology and Hardware Solutions**

This Participating Addendum covers the agreement between Westnet (Provider) and Sourcewell #042021-WNT Public Safety Communications Technology and Hardware Solutions ("Source Contractor") which was made pursuant to competitive solicitation RFP # 042021, ("Source Agreement") Exhibit A for the purchase of Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by law enforcement, fire/rescue, EMS, and emergency management agencies and personnel,. In accordance with the Source Agreement, a participating addendum is allowed in order to incorporate Lee County Port Authority ("Authority") terms to ensure compliance with Authority requirements, Florida law, airport security requirements and federal grantor requirements. The following supplemental terms and conditions will apply.

**1.0 ORDER OF PRECEDENCE** - If there are any conflicts between this Participating Addendum and the terms of the Source Agreement, this Participating Addendum will control.

**2.0 TERM** - Purchases may be made from the date of approval by the Board of Port Commissioners and will continue for the duration of the Source Agreement including all renewals or extensions.

**3.0 COMPENSATION SCHEDULE AND PAYMENTS**

**3.1 Compensation Schedule.** The Authority will pay Provider for all authorized services and/or goods in accordance with the terms of this Agreement, based on the Compensation Schedule set forth in Exhibit B.

**3.2 Project-Based Payments** – Provider will submit invoices to the Authority in accordance with an approved Task Authorization. Services performed, but not authorized by the Authority, will not be approved for payment. Provider's invoice(s) must correspond to the deliverables set forth in the approved Task Authorization. Invoices will include a description of the project, the amount of time expended, and a description of the services and products provided. Provider's failure to follow these instructions may result in an unavoidable delay of payment by the Authority; however, such delay in payment will not be considered a violation of the Authority's obligations under the Agreement. The Authority will issue payment to Provider within forty-five (45) calendar days of an invoice that is in acceptable form and containing itemized and detailed description of charges.

**4.0 PROJECT BASED SERVICES** - The Provider may be requested by the Authority to provide a task estimate which details all labor, materials, time and fees based on the Compensation Schedule, to perform project based services . The task estimate will be reviewed by the Authority and if acceptable, a Task Authorization will be authorized. All authorized project based services will be performed by Provider in accordance with Exhibit C, General Conditions. The Task Authorization will describe the scope of the work to be performed, establish a schedule for completing each task and specify the fixed fee hourly rates to include the not to exceed total amount of compensation for the Task Authorization, as shown in Exhibit D.

**5.0 NOTICES** - Notices will be in writing to the following addresses of record:

If to the Authority:  
LEE COUNTY PORT AUTHORITY  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
Attention: Airport Executive Director

If to the Provider:  
Westnet, LLC  
15542 Chemical Lane,  
Huntington Beach, CA 92649  
Attention: CFO or Designee

**6.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS** - Provider must comply with section 119.0701, Florida Statutes, with regard to public records, and must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services;
2. Upon request from the Authority, provide Authority a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS RD, STE. 8671, FT. MYERS, FLORIDA 33913, [publicrecords@flylcpa.com](mailto:publicrecords@flylcpa.com); <https://www.flylcpa.com/publicrecordsrequests/>**

Provider acknowledges that some information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

5. Airport Security Plans, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under section 331.22, Florida Statutes. These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical airport operating facilities or other information that the Authority determines could jeopardize airport security if generally known.
6. Building Plans - Section 119.071(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by the Authority from the disclosure requirements of the law.

7. Airport Security and Fire Safety Systems - Section 281.301, Florida Statutes, exempts information relating to the security or fire safety systems for any property owned by or leased to the Authority and any information relating to the security or fire safety systems.

Provider agrees not to make available to any third party without Authority's written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction, any confidential or exempt information concerning services to be rendered. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

**7.0 PUBLIC ENTITY CRIMES** - Per section 287.133(3)(a), Florida Statutes, the Authority notifies Provider of the provisions of section 287.133(2) (a), which prohibits a person or affiliate who is on the convicted vendor list from contracting to provide products or services to a public entity and from performing work.

**8.0 SCRUTINIZED COMPANIES** - Provider confirms it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, Florida Statutes; is not engaged in business operations in Cuba or Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**9.0 CIVIL RIGHTS PROVISIONS** - In all its activities within the scope of its airport program, Provider agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Non Discrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Provider and subcontractors through the term of the Agreement.

#### **10.0 TITLE VI LIST OF PERTINENT NON DISCRIMINATION ACTS AND AUTHORITIES**

Provider, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

## 11.0 NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE

Provider, for itself, its assignees, and successors in interest, agrees as follows:

- Compliance with Regulations:** Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Non Discrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this participating addendum.
- Nondiscrimination:** Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Provider of its obligations hereunder and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- Information and Reports:** Provider will supply all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required is in the exclusive possession of another who fails or refuses to furnish the information, the Provider will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. **Sanctions for Noncompliance:** In the event of a Provider's non-compliance with the non-discrimination provisions of this contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Provider under the contract until the Provider complies; and/or
  - ii. Canceling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Provider will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

**12.0 E-VERIFY** - Provider certifies it will utilize the U.S. Department of Homeland Security's E-Verify system for Employment Verification to confirm the employment eligibility of persons employed and subcontracted by Provider.

**13.0 AIRPORT SECURITY REQUIREMENTS** - Provider acknowledges the Authority is subject to strict federal security regulations limiting access to secure areas of the airport. Provider agrees, in addition to the other indemnification and assumption of liability provisions set forth, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA/TSA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge. Immediately upon completion of work requiring airport security access, or the resignation, dismissal or conclusion of work requiring airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will notify the Airports Police Department that access authorization has changed. Provider will provide written confirmation on company letterhead within twenty-four (24) hours of providing initial notice to the Airport's Police Department. And, Provider will surrender any Airport Security Identification Badge held by Provider or Provider's agents, employees, subcontractors, or invitees. Failure to surrender these items within five (5) days will result in assessment of a One Hundred Dollars (\$100.00) fee per identification badge not returned. This fee may be deducted from any money owing to the Provider, at the Authority's discretion.

**14.0 GOVERNING LAW AND VENUE** - These Supplemental Terms and Conditions will be interpreted, construed and governed by the laws of the state of Florida. Venue for any suit or action will be in Lee County Circuit Court in Lee County, Florida. The right to remove a suit or action to federal

court is waived. Each party will bear their own attorney fees.

**15.0 INSURANCE** - Provider's will be required to produce a COI that meets all requirements as stated in Exhibit F. Provider agrees to provide Authority's Risk Manager with a COI indicating all policies are endorsed to provide advance written notice of cancellation, intent not to renew, material change, or reduction in policy coverages except in the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit, Provider will immediately have the Aggregate Limit reinstated to the full extent permitted. If canceled, Provider will obtain replacement coverage immediately. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the state of Florida.

All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Acceptance by the Authority of any COI with the coverages and limits required does not constitute approval that the insurance policies shown in the COI comply with Authority requirements. All coverages will be primary and noncontributory to any insurance or self-insurance program carried by the Authority and will include a waiver of subrogation in favor of the Authority.

**16.0 INDEMNIFICATION** - Provider will indemnify, defend and hold harmless Lee County and Authority and their respective commissioners, officers, employees and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees directly resulting from Provider's services or provision of products under this Agreement, or Provider's errors, omissions, gross negligence, negligence, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement.


**17.0 ANNUAL APPROPRIATIONS** - All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Authority for the services and products provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or the date funds for goods or services covered by this Agreement are spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by Provider on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

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This Participating Addendum is presented by Lee County Port Authority, a political subdivision and special district of the state of Florida at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and accepted by Westnet, LLC, a California corporation, authorized to do business in the state of Florida, at 15542 Chemical Lane, Huntington Beach, CA 92649.

Federal Identification Number 33-0864822. Acceptance of this Participating Addendum is indicated by the signature of Provider's authorized representative which affirms Provider is an organization in good standing in its state and authorized to do business in the state of Florida.

Westnet, LLC

DocuSigned by:  
  
By: FB8E1A1E40704FA...  
Dawn Matheny/President

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_

ATTEST: KEVIN KARNES  
Lee County Clerk of the Circuit Court

Approved as to Form for the Reliance  
of Lee County Port Authority Only

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Lee County Port Attorney's Office

**Exhibit A**

**SOURCE AGREEMENT**

**(Sourcewell 042021-WNT PDF attached)**



**Exhibit B**

**PRICE AGREEMENT**

**(Westnet 042021-WNT PDF attached)**

## **Exhibit C**

### **GENERAL CONDITIONS**

Compensation made for all work performed pursuant to an executed Task Authorization will include costs incurred by Provider for compliance with these General Conditions.

1.0 **AUTHORITY'S RESPONSIBILITIES** - The Authority will designate a project manager to act as the Authority's representative with respect to the issuance of Task Authorizations for services rendered under this Agreement. The Authority's project manager will have the authority to execute Task Authorizations setting forth the scope, schedule and compensation for a particular task for project amount up to board level.

1.1 The Authority's project manager is not authorized to and will not issue any verbal orders or instructions to Provider that would have the effect of modifying the 1) scope of services set forth herein, 2) the time provider is obligated to complete all such services or 3) the compensation the Authority is obligated to pay the Provider.

1.2 The Authority will provide all criteria and information requested by Provider as to the Authority's requirements for any task, and at the request of the Provider, Authority will make available information in the Authority's possession pertinent to any Task Authorization, including existing drawings, specifications, prior reports, and any other data relevant to tasks that need to be performed.

1.3 The Authority will arrange access for Provider to enter any project site to perform services, subject to compliance with the Authority's security regulations. Access may be provided during times that are outside of the Provider's normal business hours.

1.4 The Authority will provide utility and communications service generally available and required by the Provider to perform under this Agreement, as the Authority deems appropriate. Authority will furnish internal network data transmission services for authorized portions of the Authority's network, and basic telephone service.

1.5 The Authority will provide a parking area for Provider's employee's vehicle on airport property at no cost to the Provider; however no vehicle owned by the Provider or its subcontractors will be allowed on the AOA.

2.0 **COMMENCING AND CONTINUING SERVICES** - Provider agrees to provide and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services to be provided and/or performed by the Provider.

2.1 Project Meetings will be held on a regularly scheduled basis. The meeting may be online and will be attended by representatives of the Provider and the Authority who are responsible for the successful performance of the work.

2.2 Punch List. Within 7 days of substantial completion and before final system acceptance is made, the Provider will generate a punch list of all work items requiring remedial attention by the Provider. Final payment will not be made until all punch list items are completed to the satisfaction of the Authority

**3.0 PROVIDER AN INDEPENDENT CONTRACTOR** - Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nor will anything contained herein be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

The Authority may, at its sole discretion and its sole expense, award any additional work to any third party, or such work may be performed by Authority employees. Provider will be expected to cooperate with any or all contractors who may be performing work in the designated work area.

**4.0 OWNERSHIP AND TRANSFER OF DOCUMENTS** - All documents such as art work, layouts and copy in draft or final form, photographs, mailing lists, printed materials, computer programs, memoranda, research notes, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Provider under this Agreement will be the property of the Provider, until the Provider has been paid for performing the Services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, will be delivered to the Authority or to any subsequent Provider within thirty (30) calendar days.

The Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above is subject to the Authority's prior review and approval.

**5.0 MAINTENANCE OF RECORDS** - The Provider will keep and maintain adequate records and supporting documentation concerning the services provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States and their authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity must be conducted only during normal business hours of the Provider.

**6.0 NO THIRD PARTY BENEFICIARIES** - Nothing in this Agreement will create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**7.0 PROHIBITED INTERESTS** - No member, officer or employee of the Authority or of the locality during his tenure or for one year thereafter will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **8.0 COVENANTS AGAINST DISCRIMINATION**

8.1 DBE POLICY. It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises ("DBEs") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Provider agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, Provider will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

8.2 PROMPT PAYMENT REQUIREMENTS. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each sub-consultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each sub-consultant within thirty (30) days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE sub-consultant.

8.3 INCORPORATION OF PROVISIONS. Provider must include the provisions of this entire article in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. Provider must take such action with respect to any sub-contract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

**9.0 HEADINGS** - The headings of the articles, sections, exhibits, and attachments as contained in this Agreement are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such articles, sections, exhibits and attachments.

**10.0 ENTIRE AGREEMENT** - This Agreement, including the referenced exhibits and attachments, constitutes the entire Agreement between the parties and will supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

**11.0 TERMINATION OR SUSPENSION** - Provider will be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization or (b) failure to properly and timely perform the services as directed by Authority as provided for in any Task Authorization, or in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may terminate this Agreement, completely or in part, by giving Provider seven (7) calendar days' written notice.

11.1. If, after notice of termination of this Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority will be the same as and limited to those afforded to Provider under paragraph 33.2, below.

11.2. Authority has the right to terminate this Agreement, in completely or in part, without cause upon thirty (30) calendar days' written notice to Provider. In the event of such termination for convenience, Provider's recovery against Authority will be limited to that portion of the fee earned through the date of termination and to materials/equipment ordered that are in transit. Provider will not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

11.3. Authority has the power to suspend all or any portions of the services to be provided upon giving Provider two calendar day's prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Provider's sole and exclusive remedy will be an extension of time to its schedule. In the event the Authority suspends the Provider's services for work on all or part of the services required by this Agreement, the Authority will compensate the Provider for all services performed prior to the effective date of suspension and any reimbursable expenses incurred or associated with, or incurred as a result of such suspension.

11.4 In the event this Agreement is terminated, the Provider is not entitled to receive compensation for anticipated fees, profits, general and administrative overhead expenses or any other anticipated income or expenses which may be associated with the services that are terminated.

11.5 Termination under Section 287.135, Florida Statutes. Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Provider is found to have been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**12.0 WAIVER OF BREACH** - Waiver by either party of a breach of any provision of this Agreement will not be deemed a waiver of any other breach and will not be construed to be a modification of the terms of this Agreement.

**13.0 SECURING AGREEMENT DISCLOSURE** - Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**14.0 PERFORMANCE BOND** - If the Authority requires a performance bond for work performed pursuant to a Task Authorization, a performance guarantee or security deposit in the amount of 100% of the total amount of the Task Authorization must be presented by Provider to the Authority prior to approval of the Task Authorization.. The performance guarantee must be issued by a surety acceptable to the Authority, or may be submitted in the form of an irrevocable letter of credit in favor of the Authority guaranteeing full and satisfactory performance.

**15.0 AUTHORITY'S APPROVAL WILL NOT RELIEVE PROVIDER OF RESPONSIBILITY** - Review, approval, or acceptance by Authority of any data, studies, reports, memoranda, and incidental services furnished by Provider will not in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services and for delivery of acceptable quality of Provider's services. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Provider's services will be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

**16.0 PERSONNEL** - Provider agrees to retain and provide only qualified and fully trained personnel, including subcontractors, to perform services under this Agreement.

**17.0 PERSONNEL SUPERVISION** -The Provider is fully responsible for oversight and supervision of work performed by its personnel and subcontractor(s) for the duration of this Agreement, including any renewal periods.

**18.0 UNIFORMS** - Provider's employees must be in uniforms or other identifying standardized clothing which identifies the Providers company name and presents a neat and professional appearance. Equipment, personal protective gear, safety devices or barricades must be supplied by the Provider to its personnel.

**19.0 KEYS AND CODES** - The Provider will adequately secure key, key cards, lock combinations, ID badges, and any other access or entry device furnished by the Authority. The Provider will maintain a confidential record of employees who have access to Authority issues keys or codes. The Provider must not duplicate any keys or codes and must immediately report to the Authority any keys or codes that are lost, stolen or otherwise compromised. The Provider is responsible for the cost of changing locks or keys due to its negligence. The Authority reserves the right to audit the management of keys, codes, etc. at any time with or without notice.

**20.0 LICENSING** - Provider agrees to obtain and maintain throughout the term of this Agreement, all licenses required to do business in the state of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable State Boards or other governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

**21.0 TOOLS AND EQUIPMENT** All tools and equipment required for use by technicians and mechanics are to be furnished by Provider at no cost to the Authority. The Authority may provide for the occasional use of certain facilities, tools, and equipment, to include lift or other heavy equipment, on an "as available" basis. Any permitted use of Authority facilities, tools, or equipment is at the Provider's own risk and at the discretion of the Authority. Provider is responsible for restoring all items used to a clean and acceptable state, promptly returning all items to their original location in a neat and working condition.

**22.0 PERFORMANCE OF WORK, NON-INTERFERENCE WITH AIRPORT OPERATIONS** - After a piece of equipment is removed from operation for repair and/or maintenance work, such work will be performed continuously without stoppage until all work is completed, and the equipment is in good and safe operating condition. Should the performance of the work be discontinued for any reason, Provider must notify the Authority immediately of its intention to stop work. Provider must furnish and set in place, as appropriate, all necessary safety barricades and warning/directional signs.

Provider must conduct work in such a manner and in such sequence as will assure the least interference with passenger or airport parking activities. Provider's access to and movements within the various areas of work will be scheduled so as to assure minimal interference with the public and passenger flow, safe and efficient airport and parking

operations, and other contractors working in the area.

**23.0 AUTHORITY INSPECTIONS** - The Authority reserves the right to make, or cause to be made, such inspections and tests as deemed advisable to ascertain the requirements of this Agreement are being fulfilled.

Authority personnel will routinely conduct cleanliness or potential fire hazard inspections of all equipment and associated mechanical rooms. The Provider is required to keep all equipment and any on-site parts/materials/consumables lockers or system equipment storage areas in a clean, safe and acceptable condition, as determined appropriate by the Authority. Subsequent to these inspections, the Provider will take immediate steps to correct all discrepancies observed by the Authority within forty-eight (48) hours of being notified in writing by the Authority. Failure of the Provider to fully correct discrepancies to the satisfaction of the Authority will cause the Authority to make corrections the Authority deems necessary to resolve the issue. In such cases, the Provider is responsible for any costs incurred by the Authority. Such costs may be deducted from payment due to the Provider.

**24.0 COMMUNICATION** - Provider must establish an effective communications link with the Authority during the Agreement. Provider must check in with the Authority's representative prior to beginning work, and prior to departing the Airport upon conclusion or completion of the work to provide a system status update. The Authority will inform the Provider of the procedure and contact information for the designated systems manager to accommodate the coordination of all service and maintenance issues and activity on the Airport. The Authority reserves the right to withhold all or part of any payment due to the Provider in the event the Provider fails to contact the Authority's representative to check in or out, and/or to coordinate or furnish appropriate status updates.



**EXHIBIT D**  
**SAMPLE TASK AUTHORIZATION**

**TASK AUTHORIZATION No. \_\_\_\_\_ & TITLE**

Pursuant to the Agreement for \_\_\_\_\_ entered into by and between the Lee County Port Authority (Authority) and \_\_\_\_\_ (Provider), a determination has been made by the Authority that there is a need for the performance of services by the Provider, as specifically set forth in this Task Authorization.

**Objective:**

Lee County Port Authority's objective is

**Scope of Services:**

Provider is authorized to perform or render the services as described as follows:

**Task 1:** *(for each task, insert detailed description of work to be performed. The time to complete the task may be indicated)*

**Task 2:**

**Task 3:**

**Compensation:**

Compensation to the Provider for this Task Authorization will not exceed \$ \_\_\_\_\_. Total compensation for the work to be performed must not exceed the amounts itemized below as follows:

Task 1: \$

Task 2: \$

Task 3: \$

**TOTAL:**

**Communication Plan:**

\_\_\_\_\_ calendar days from the date of a fully executed task authorization is required to perform the services; therefore, all services must be complete and accepted by the Authority no later than \_\_\_\_\_.

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Lee County Port Authority**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT E**  
**SAMPLE TASK AUTHORIZATION AMENDMENT**

**AMENDMENT No.\_\_\_\_TO TASK AUTHORIZATION No.\_\_\_\_& TITLE**

Pursuant to Article 4.2 of the Agreement for\_\_\_\_\_entered into by and between the Lee County Port Authority (Authority) and\_\_\_\_\_(Provider), the following change to the referenced Task Authorization is required to continue the performance of services by the Provider, as specifically set forth in this Task Authorization amendment.

**Explanation of Change:**

**Scope of Services:**

Provider is authorized to perform or render the services as described as follows:

**Compensation:**

ORIGINAL TASK AUTHORIZATION: \$  
TASK AUTHORIZATION AMENDMENT INCREASE: \$\_\_\_\_\_  
**TOTAL REVISED TASK AUTHORIZATION COST: \$ \_\_\_\_\_**

**Schedule:**

\_\_\_\_\_ calendar days from the date of a fully executed task authorization amendment is required to perform the services; therefore, the revised date for all services to be completed and accepted by the Authority must occur no later than\_\_\_\_\_.

ORIGINAL NUMBER OF DAYS TO COMPLETION/ACCEPTANCE:  
ADDITIONAL NUMBER OF DAYS TO COMPLETION/ACCEPTANCE:  
**TOTAL REVISED DAYS TO COMPLETION/ACCEPTANCE: \_\_\_\_\_**

**By:**\_\_\_\_\_

**By:**\_\_\_\_\_  
**Lee County Port Authority**

**Date:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**EXHIBIT F**  
**INSURANCE, INDEMNIFICATION, AND BOND REQUIREMENTS**

No work will commence under the Agreement until the following coverages and minimum amounts of insurance have been obtained at Providers expense (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. X Automobile Liability:	<p>Coverage must be afforded under a per occurrence policy including coverage for owned, hired and non-owned vehicles.</p> <p>Airside Operations Area (AOA); the combined single limit will be <u>\$5,000,000</u>.</p> <p>Non Airside; the combined single limit will be <u>\$1,000,000</u></p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
2. X Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	<p>Coverage shall be afforded under a per occurrence policy form.</p> <p><u>\$1,000,000</u> single limit per occurrence;</p> <p><u>\$2,000,000</u> aggregate</p> <p><u>\$2,000,000</u> Products/Completed Operations Aggregate</p> <p><u>\$1,000,000</u> Personal and Advertising Injury Liability</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
3. X Employer's Liability:	<p><u>\$1,000,000</u> each accident</p> <p><u>\$1,000,000</u> disease each employee</p> <p><u>\$1,000,000</u> disease policy limit</p>
4. X Worker's Compensation:	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.</p> <p><u>Note:</u> Should "leased employees" be retained for any part of the service, the employee leasing agency shall provide evidence of workers' compensation and employee liability coverage for all personnel on the worksite in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
5. <input type="checkbox"/> Other Insurance, as noted:	<p>a. X Professional Liability and/or Errors and Omissions (E&amp;O) Liability</p> <p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$2,000,000</p>

Insurance / Bond Type	Required Limits
	<p>Each Claim, <u>\$,000,000</u> Policy Aggregate.</p> <p>b. X Cyber Liability</p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a policy form for limits not less than <u>\$2,000,000</u> Security Breach Liability, <u>\$2,000,000</u> Security Breach Expense (each occurrence), <u>\$2,000,000</u> Security Breach Expense (aggregate), <u>\$2,000,000</u> Replacement or Restoration of Electronic Data, <u>\$2,000,000</u> Extortion Threats, \$2,000,000 Business Income and Extra Expense, and <u>\$2,000,000</u> Public Relations Expense.</p>

Reviewed/Approved by Risk Manager: \_\_\_\_\_ TJD

## **INSURANCE REQUIREMENTS**

### **I. Policies are to contain, or be endorsed to contain, the following provisions:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Lee County Port Authority” is to be named as Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Provider, its agents, representatives, and employees; products and completed operations of the Provider; or automobiles owned, leased, hired or borrowed by the Provider. The coverages will contain no special limitation(s) on the scope of protection afforded to the Authority, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Provider must provide the endorsement to show Lee County Port Authority is listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Lee County Port Authority,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Providers insurance coverage must be primary insurance with respect to the Authority, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officials, employees or volunteers will be excess of Providers insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

Provider agrees to waive all rights of subrogation against the Authority, its officials, employees and volunteers for losses arising from work performed by the Provider for the Authority.

### **II. General Insurance Provisions Applicable To All Policies:**

- a. Prior to the execution of agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) while the agreement is in effect, Provider must furnish the Authority with a Certificate(s) of Insurance using an ACORD form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Lee County Port Authority, as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing to the Risk Manager (letter, email, etc.) that the aggregate limit has not been eroded when supplying Certificate of Insurance. In addition, when requested in writing from the Authority, Provider will provide the Authority with a certified copy of all applicable policies. The address to deliver certificates and certified policies is as follows:

**Lee County Port Authority Risk Manager**  
[riskmanagement@flylcpa.com](mailto:riskmanagement@flylcpa.com)  
**11000 Terminal Access Road, Suite 8671**  
**Fort Myers, FL 33913-8213**

- c. The Westnet #042021-WNT and title shall be listed on each certificate.

- d. Provider must provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies. Include solicitation number and title with all notices.
- e. Provider agrees that should at any time Provider fail to meet or maintain the required insurance coverage(s) as set forth herein, the Authority may terminate the agreement.
- f. Insurance must be primary and noncontributory. The Provider and its insurers waive all subrogation rights in favor of the Authority, a political subdivision and special district of the State of Florida, on all policies including general liability, auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage. Provider is solely responsible for all insurance premiums and policy deductibles.
- g. It is the Provider's responsibility to ensure that its agents, representatives and subcontractors comply with these insurance requirements. The Provider must include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or the Provider must furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors is subject to all of the requirements set forth herein.
- h. All insurance policies must be written with a carrier having a minimum A.M. Best rating of A-VII or better. In addition, the Authority has the right to review the Providers deductible or self-insured retention and to require that it be reduced or eliminated. The Authority in no way warrants that the required minimum insurer rating is sufficient to protect the successful Provider from potential insurer insolvency.
- i. Provider understands and agrees that the stipulated limits of coverage listed herein must not be construed as a limitation of any potential liability to the Lee County Port Authority, or to others, and the Authority's failure to request evidence of this insurance coverage shall not be construed as a waiver of Providers obligation to provide and maintain the insurance coverage specified.
- j. Provider understands and agrees the Authority does not waive its immunity and nothing herein may be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes. The Authority expressly reserves these rights to the full extent allowed by law.
- k. No award shall be made until the Procurement Office has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.
- l. Provider and agrees that by entering an Agreement with Provider, the Authority does not waive its sovereign immunity and nothing herein will be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law.

**III. Indemnification, General Liability & Patent or Copyright:**

- a. Provider represents that it knows of no allegations, claims, or threatened claims that the services, materials, or information that it proposes to be provided to the Authority under this RFP infringe any patent, copyright, or other proprietary right. The successful Provider will defend, indemnify and hold harmless the County and the Authority, and their respective Boards, Commissioners, employees, agents and other representatives of, from and against all losses, claims, damages, liabilities, costs, expenses and amounts arising out of or in connection with an assertion that any Providers services, materials or information to be provided or the use therefore, infringe any patent, copyright or other proprietary right of any third party.
- b. Provider's obligations to defend, indemnify and hold harmless the County and the Authority and their respective Boards, Commissioners, employees, agents and other representatives, as stated in this section, will apply and extend to the performance of any services by Provider to the Authority as contained in the Proposal and any negotiated agreement(s), and these obligations survive termination or the completion of the services contracted for, whether partially or fully performed.

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Westnet Incorporated, 15542 Chemical Lane, Huntington Beach, CA 92649 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.



All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for two and one-half percent (2.5%) multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*



- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.



## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any



person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

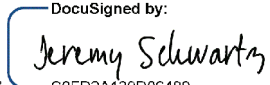
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

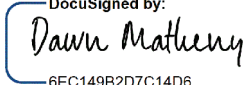
## 22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

Westnet Incorporated

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
6/17/2021 | 4:18 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
By: 6EC149B2D7C14D6...  
Dawn Matheny  
Title: Chief Financial Officer  
6/28/2021 | 9:09 AM PDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
6/28/2021 | 6:51 PM CDT  
Date: \_\_\_\_\_



# RFP 042021 - Public Safety Communications Technology and Hardware Solutions

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## Vendor Details

Company Name: Westnet, Inc.

Does your company conduct business under any other name? If yes, please state: California

Address: 15542 Chemical Lane  
Huntington Beach, CA 92649

Contact: Kelly Matheny

Email: kmatheny@westnet-inc.com

Phone: 714-548-3500

Fax: 714-901-5610

HST#: 33-0864822

## Submission Details

Created On: Wednesday March 03, 2021 09:10:32

Submitted On: Tuesday April 20, 2021 16:06:06

Submitted By: Jessica Brito

Email: jbrito@westnet-inc.com

Transaction #: 1b35164d-20aa-449f-85b1-3f7767fee1e2

Submitter's IP Address: 100.39.45.194

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Westnet Incorporated	*
2	Proposer Address:	15542 Chemical Lane Huntington Beach, CA 92649	*
3	Proposer website address:	www.FireStationAlerting.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dawn Matheny Chief Financial Officer 15542 Chemical Lane, Huntington Beach, CA 92649 dmatheny@westnet-inc.com (714) 548-3500	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dawn Matheny Chief Financial Officer 15542 Chemical Lane, Huntington Beach, CA 92649 dmatheny@westnet-inc.com (714) 548-3500	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kelly Matheny Director of Client Business Development 15542 Chemical Lane, Huntington Beach, CA 92649 kmatheny@westnet-inc.com (714) 548-3500	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Westnet, Inc. is headquartered in Huntington Beach, California with an East Coast Division facility in Prince William County, Virginia and local office in Hialeah Gardens, Florida. Founded in 1975, Westnet, Inc. has 46 years of experience and remains the standard bearer for quality RF and public safety notification systems throughout the country. Westnet originated in a garage located in Inglewood, California and grew into a privately held, national corporation. The founders, who are still actively involved today, migrated from the military defense industry into public safety.</p> <p>Known for its superior engineering talent, Westnet was approached by regional fire departments in Southern California who needed mission critical first responder communications products. Research into the public safety market revealed that fire department needs were not being met for emergency notification. Westnet subsequently committed to utilize its staff of RF Design Engineers and Wireless Specialists to develop state-of-the-art equipment for the fire service. These public safety products became key communications systems on fire engines, trucks, ambulances, hazardous materials and command vehicles. In the 1990's, Westnet then discovered an even greater need for dependable, standardized and turnkey fire station alerting. A comprehensive design and engineering team from Westnet successfully developed leading edge technology that has been hailed for getting the public emergency help from first responders faster than ever before, as well as improving the health and safety of firefighters across the country.</p> <p>The original First-In Fire Station Alerting Systems were installed in 1993 in California and are still alerting firefighters today. We have been manufacturing and</p>	

		<p>installing our fire station alerting systems for 28 years. Westnet, Inc. is the sole manufacturer of the highly regarded First-In Fire Station Alerting System and has received national recognition for reducing response times, including two prestigious Air Force Best Practices Awards.</p> <p>Westnet's world class public safety products and services provide reliable systems and solutions for thousands of first responders and millions of citizens across our nation. We understand the need for disciplined, focused products rather than a one size fits all approach. Our involvement in public safety organizations (NFPA, IAFC, APCO, etc.) allows us to not only maintain awareness of technical and operational trends but influence the direction of the public safety alerting discipline. Our participation and knowledge of the industry allow us the ability to bring the best products to our customer base.</p> <p>Westnet, Inc's long standing history in the fire service is well-known. Westnet's sole focus is fire station alerting and notification systems. Westnet was the first company to provide a turnkey, commercial off the shelf, engineered alerting system. Our products and the longevity of installed alerting systems is second to none. First-In Fire Station Alerting Systems alert firefighters from Alaska, to Florida, to Hawaii and even Japan. The United States Military has achieved much success in reducing responses to critical events involving precision aircraft. We have many clients that see an immediate reduction in response times, firefighter stress as well as dispatcher stress levels. These systems are responsible for dispatching crews in Long Beach California, College Station Texas, Miami Florida, Anchorage Alaska, Rochester Minnesota and many, many additional municipalities. The product track record stands strong, the company integrity stands strong and our commitment to first responders stands strong. Westnet continues to lead the industry in new technologies and is committed to providing best in class fire station alerting.</p> <p>Westnet core competencies focus entirely on public safety communications with emphasis in fire station alerting systems, 9-1-1 dispatch systems, mass notification systems, radio infrastructure and paging systems. We have committed staff assigned to research &amp; development, consulting, and engineering services. Westnet's collective experience brings to bear a wide range of program management, engineering, and technical expertise in the integration of fire station alerting software and hardware into a complete, comprehensive solution. Fire Station Alerting is not a part of our company, it is everything. Other vendors provide station alerting as part of a bigger company that focus on non-public safety offerings. Fire station alerting, dispatch notifications and related communications are our sole focus every day, all day.</p> <p>Our business philosophy revolves around our corporate mission, vision and core values. Westnet's mission is to manufacture, install and service the best, most reliable equipment for use by our nation's first responders. Using innovative engineering and technology to protect the health and safety of our firefighters while alerting them to calls for service in the quickest way possible drives us. Our vision is to protect the men and women who protect our communities while helping them do the very best job they can. Our corporate sense of responsibility is felt not only to our first responders, but to the community at large. There are eight words that surround our company logo that serve as our creed: Courage – Tradition – Determination – Teamwork – Loyalty – Honor – Dedication – Service.</p> <p>The key to long term success and longevity is not limited to providing a superior product, but also includes ensuring the satisfaction of the end user throughout the equipment lifecycle. The initial source of satisfaction comes from implementing a system that performs to public safety standards and continues to function as designed for years to come. Purchasing and using subpar equipment quickly becomes costly as failures and replacements devour resources and endanger the public by delaying response times. Westnet believes that public safety products need to be held to a higher standard for performance and we engineer our systems to last for decades. The best return on investment is to procure top-quality equipment that operates year after year without having to be replaced due to failures. Westnet has a large clientele and many systems that have been running for well more than 10 years and continue to alert first responders every day. With 46 years in business and 28 years of alerting, Westnet's products remain second to none.</p>	
8	What are your company's expectations in the event of an award?	<p>In the event that Westnet is awarded a Sourcewell contract, we expect to incorporate it into our sales and marketing materials immediately. We believe that the contract will function as an extension of our sales force, helping to streamline the procurement process at a discounted rate. All marketing and distribution channels will promote the contract as a purchasing vehicle. Marketing and promotional materials will emphasize the advantages of using the contract. We view an award as a partnership that will benefit Sourcewell, Westnet and fire departments throughout the country.</p>	

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Westnet is a privately-held corporation and has never had any investors. Westnet is highly liquid and is rated to provide bonds of at least \$1 million. As a privately-held company doing business with entities subject to Freedom of Information Act (FOIA) requests, Westnet, as a normal business practice, does not provide or upload its financial statements. As evidence of Westnet's financial strength, please see the attached "confidential" letters from two of Westnet banks, as well as its bonding company.	*
10	What is your US market share for the solutions that you are proposing?	While Westnet does not have an exact number for its market share, Westnet was the first company to offer a network-based, COTS fire station alerting more than two decades ago. Westnet continues to experience sales growth year over year and is responsible for bringing first responders to tens of millions of people throughout the United States each day. Westnet is headquartered in Huntington Beach, Ca and opened an office in Virginia more than ten years ago to support the large number of clients in the Washington DC region. Westnet also opened an office in Florida around that same time to provide immediate assistance and support to its southern client base.	*
11	What is your Canadian market share for the solutions that you are proposing?	Westnet has not explored the Canadian market share, but it on the roadmap for Q.3 2021. Westnet has not identified any area in Canada that is "off limits" or otherwise unavailable to Westnet or its dealers.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Westnet is highly liquid and financially sound. In over 45 years in business, Westnet has never filed, nor contemplated filing for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Westnet is the sole manufacturer of the First-In Fire Station Alerting System with the majority of sales being in-house direct to the end user by Westnet employees. Westnet is highly selective when it comes to offering dealerships and all dealers must offer 24/7 on-site service, have years of experience working with the government sector and possess the high-quality standards that Westnet does. The dealers are not employees of Westnet, Inc.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Westnet prides itself on being a good corporate citizen. In over four decades of business, Westnet has never been suspended, debarred or had any other complaint against it that could lead to suspension or debarment. Moreover, Westnet has never had a contract canceled for its failure to perform.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Westnet has received several awards, including multiple highly coveted Best Practices awards by the United States Air Force. Westnet's current Best Practice award cannot be discussed due to military protocol. Our alerting system has also contributed to many fire station design awards.	*
17	What percentage of your sales are to the governmental sector in the past three years	Westnet sells its public safety products and services to the military, city and county agencies, and to construction contractors who are building new or remodeled fire stations for those same entities. Over the last three years, 85% of Westnet's sales were direct to the governmental sector and 15% were to dealers or contractors who sold direct to the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	None. Westnet's sole focus is public safety, specifically first responders and dispatchers. We do not sell to the educator sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Westnet was awarded a cooperative purchasing agreement by the Houston-Galveston Area Council (HGAC) the last two times the 9-1-1 Equipment & Emergency Notification Software and Services Request for Proposal was published (Award Years 2018 and 2020).  Westnet average annual sales are confidential (see attached), but are in the seven-figure range.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Westnet holds a GSA Schedule 84 contract under contract #GS-07F0288X.  Westnet average annual sales are confidential (see attached), but are in the six figure range.	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Atlanta Fire Rescue Department	Fire Chief Rod Smith	(404) 546-7000	*
Johnson County Emergency Management & Communications	Director Ellen Wernicke	(913) 826-1004	*
Knoxville Fire Department	Assistant Chief Mark Wilbanks	(865) 595-4475	*

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
To be provided upon request.	Government	Alabama - AL	Manufacture and install fire station alarm systems. Also provide continued maintenance and technical support.	16.7k to 1.4 million	\$3,401,611.26	*
To be provided upon request.	Government	California - CA	Manufacture and install fire station alarm systems. Also provide continued maintenance and technical support.	15k to 325k	\$1,526,493.94	*
To be provided upon request.	Government	California - CA	Manufacture and install fire station alarm systems. Also provide continued maintenance and technical support.	2k to 186k	\$2,028,895.57	*
To be provided upon request.	Government	Missouri - MO	Manufacture and install fire station alarm systems. Also provide continued maintenance and technical support.	22k to 1.2 million	\$1,033,356.19	*
To be provided upon request.	Government	Virginia - VA	Manufacture and install fire station alarm systems. Also provide continued maintenance and technical support.	2k to 271k	\$1,149,948.46	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Westnet is the sole manufacturer of the First-In Fire Station Alerting System with the majority of sales (85%) being in-house direct to the end user by Westnet employees. Westnet is actively recruiting to expand its in-house sales force.	*
24	Dealer network or other distribution methods.	Westnet is highly selective when it comes to offering dealerships and all dealers must offer 24/7 on-site service, have years of experience working with the government sector and possess the high-quality standards that Westnet does. The dealers are not employees of Westnet, Inc.	*
25	Service force.	While the majority of customer service matters are resolved with remote access, Westnet maintains an on-site service force (either through employees or dealers) in several locations across the United States. These areas include CA, VA, KS, FL, CO, AK and others. Moreover, Westnet technicians travel to locations not serviced by local providers and there is no location, both in the US or overseas, where Westnet does not travel to provide on-site customer support.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Westnet offers 24/7/365 support to all entities. Additionally, Westnet has technicians who are employees of the company on both the east and west coasts, offering standard day service from 5:00AM to 5:00PM Pacific. Please see the attached How to Obtain Service document for response-time commitments.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Westnet is willing to provide products and services to participating entities in the United States. As the manufacturer of the First-In Fire Station Alerting System, Westnet has no limit on its sales or service areas.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Westnet is willing to provide products and services to participating entities in Canada. As the manufacturer of the First-In Fire Station Alerting System, Westnet has no limit on its sales or service areas.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None known. As the sole manufacturer of the Westnet First-In Fire Station Alerting System, we are not limited to sell this public safety solution and all geographic areas in the United States and Canada are open to sales.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Westnet has no contractual limitations in the entity sectors. By its own choice, Westnet's current product focus in the government sector. Our other cooperative purchasing contracts do not limit our ability to promote other contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None known at this time. Westnet's has governmental sector clients both in Hawaii and Alaska, with no special contract requirements or restrictions.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Westnet utilizes multiple marketing channels to promote our product lines and methods of procurement. While much of our promotion is done digitally, we still believe that meeting with potential and existing clients is the key to building strong relationships and cultivating the sales process. Firefighting remains a team-oriented profession, where personal interaction is key in building bonds and interacting with people you work with. This includes the vendors that supply the tools firefighters use to do their jobs. Therefore, Westnet participates in multiple national tradeshow held throughout the year. These include Fire Rescue International (FRI), Fire Department Instructors Conference (FDIC), Association of Public Safety Communications Officials (APCO); all of which draw buyers from around the world. We also attend and participate in numerous regional shows and smaller industry conferences. This allows us to meet with prospective clients, perform live demonstrations of system equipment and build on each sales opportunity. If awarded the Sourcewell contract, Westnet will promote the contract both verbally and with print signage in the booth, letting buyers know that they can procure our systems via the Sourcewell contract.</p> <p>Westnet also has a unique tool that we use to meet with potential customers to promote, demonstrate, train, educate and sell our fire station alerting systems. Our primary tradeshow booth and sales force tool is a 75-foot-long racing trailer, Fire Station # Zero, that is outfitted as a two-story fire station, including a dispatch center, dormitory, and apparatus bay. Our system components are installed throughout the trailer as they would be in a fire station. This allows firefighters to instantaneously understand how, why, and where our modules are located in their own fire stations.</p> <p>Fire Station # Zero's most powerful use is performing private presentations for fire departments across the country. National tours are scheduled for our sales team to travel to the actual fire department for targeted meetings including demonstrations, roundtables, and detailed conversations about how the Westnet solution can improve overall department performance. If awarded the Sourcewell contract, Westnet will promote the contract both verbally and with print signage in Fire Station # Zero, letting buyers know that they can procure our systems via the Sourcewell contract.</p> <p>In addition, Westnet also uses both print and digital marketing to promote our product lines. We have included our product brochures in this response. Within our brochure, you will see that we include cooperative purchasing program information to promote procurement vehicles to potential clients. Our print advertising also includes national trade magazines such as Fire Engineering, Firehouse, Fire Rescue Magazine and Firefighter Nation (see attached sample print advertisement). These same periodicals also offer turnkey digital advertising, which Westnet utilizes to market to industry specific buyers, allowing us to reach a large-scale audience. Moreover, Westnet uses targeted print and digital marketing campaigns to advertise our products and drive traffic to scheduled tradeshow. Additional digital marketing includes our company website and social media channels. If awarded the Sourcewell contract, Westnet would include the Sourcewell logo across our marketing spectrum.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Westnet embraces a wide array of digital marketing channels to promote both our company and our product lines. This includes social media networks such as Instagram, Facebook, Twitter, YouTube and LinkedIn. Frequent posts are made to entice new followers and communicate with existing participants. New product promotions, announcements and special offers are included in our posts. Frequent analysis of site analytics helps push specific campaigns and allows us to change and target distinctive sections within our overall audience. Data driven by company defined metrics enhances our ability to focus on a particular group of users. In addition to using social media analytics, our marketing department monitors metadata to improve our content visibility, usability and search engine optimization. Westnet will be launching a new website within the next 60 days and metadata will be used for structuring our page content, titles, keywords and more. If awarded the Sourcewell contract, Westnet would include the Sourcewell logo on our website and social media channels.</p> <p>If a picture is worth a thousand words, then a video is priceless, especially when communicating highly technical information. Westnet's use of videos serves many purposes, including product demonstration, education, training, and customer service. The benefits of using video are advantageous both to Westnet and the end user. Rather than multiple emails and conference calls, a simple question or issue can be addressed by watching one of our How To videos. Rather than traveling across country, a video demonstration provides a wealth of information while cutting down on our green footprint as a good corporate citizen.</p>



34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We believe that Sourcewell's role in promoting contracts arising from this RFP will be done digitally via it's website under Vendors &amp; Contracts. Westnet can steer potential clients to the Sourcewell website to acquire information regarding Products &amp; Services, Contract Documents, Pricing and Contact Information. We also trust that Sourcewell will assist possible clients in how to become a member so that the fire department, military base or municipality can utilize the contract to procure our equipment.</p> <p>Incorporating the Sourcewell contract into our sales process will be automatic. Westnet would educate potential customers upfront on how our systems can be purchased and the discount that is available to them through the contract. We would also promote the fact that the client does not need to go through the timely and expensive process of an RFP, as our product has already been vetted through the competitive RFP process with Sourcewell. This contract will serve as a very important marketing and sales tool. In other cooperative purchasing contracts that Westnet currently participates in, we have been successful in signing up municipalities to become end users of those contracts. It is a win-win situation. The Sourcewell contract would become a major facet of our sales pitch via print and digital media, as well as one on one conversations.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the nature of product programming process, we do not utilize an e-procurement process. Each fire department requires different response requirements based upon their operating procedures, response matrix and the community they serve. Purchasing a fire station alerting system is very different than buying a helmet or set of turnouts. There is a lot of private, customizable information that is required which is best procured directly with Westnet or through a dealer.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Westnet offers advanced training and software solutions for customers who wish to be more involved with the maintenance and installation of the fire station alerting systems. Some customers, like Colorado Spring Fire Department, some 19 years ago, purchase the equipment, installation, and maintenance training, are "self-maintained" and purchase only equipment and minor technical support from Westnet. Other customer, like Long Beach Fire Department, some 20 plus years ago, request that Westnet provide all products and services on a 24/7/365 basis. Westnet offers any level of independence sought by the participating entity.	*
37	Describe any technological advances that your proposed products or services offer.	Westnet offers the fastest and most reliable form of fire station alerting available on the market today. No other vendor offers the flexibility, both financially and in functionality, that Westnet offers. Redundancy in the method of alerting, redundancy in the dispatch center activation, as well as remote access to technical support along with multiple locations available for on-site support provides our customers with the latest in technological advances.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Westnet is located in California, where environmental stewardship is very much a part of the corporate culture. As a good corporate citizen, Westnet has a series of programs and operational guidelines to promote positive environmental interaction. Westnet has instituted a recycling program that includes paper, cardboard, aluminum, plastics and metal. Westnet invested in renewable energy with the installation of a commercial solar plant at our headquarters facility. This generating station produces 60% of the power required to run our operations.</p> <p>Many of our products use energy efficient LED technology in their design and by virtue of their engineering are environmentally friendly. Use of our energy efficient technologies has assisted fire departments in reducing the amount of lighting and air conditioning units needed in building new fire stations.</p> <p>All green initiatives performed by Westnet are voluntary and we have not participated in certifying them with a particular agency.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Westnet is working towards establishing third-party issued eco-labels, we do not currently have any.	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Westnet is a certified Small Business Entity.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>In today's technology based world, security breaches and hacking have become an every day occurrence, almost an expectation. With roots in military based hardware design, Westnet has engineered a distinctive method of alerting that is unique only to the Westnet fire station alerting system. An essential part of manufacturing reliable equipment using technology is to consider threats that may become reality. While Westnet embraces technology and what it can do for the public safety industry, we equally embrace the fact that system integrity and security are of the utmost importance. For this reason, Westnet does not use a computer as the first point of entry for a dispatch received at the fire station. The path from dispatch to the fire station is mission critical and affects life safety, life or death, a save or a total loss. This is a major difference between Westnet and other alerting vendors. Westnet does not use computer-based hardware or software in the fire station primary alerting system. While Westnet does use computers downstream of the critical point of entry to the fire station, it uses military style embedded controllers and microprocessors to communicate vital dispatch information.</p> <p>Computers are susceptible to hackers, viruses, ransomware and security breaches. As we have seen in recent years, nefarious characters have attacked major cities, airports, hospitals and more. As recently revealed in 60 Minutes, "more and more, critical public service networks are the targets". "As we first reported in May, 26% of cities and counties say they fend off an attack on their networks every hour" (CBSNews. "More Than 20 Texas Local Governments Hit by Ransomware Attack". August 20, 2019). In many cases, the FBI, State Officials and the Department of Homeland Security work to restore records and access to the city or county files.</p> <p>Westnet is recognized for our integrity to ensure that data is real, accurate and safeguarded from unauthorized user modification. The heart of our alerting system, the Master Control Unit (MCU), does not need to be regularly replaced like most computers and needs no system shutdowns for security and patch updates. The MCU does not run an operating system and is not susceptible to modern hacking methods.</p> <p>Another unique feature of the First-In Fire Station Alerting System is that it assists departments in meeting the recommendations of NFPA 1221. The First-In MCU accomplishes this through the use of polling when utilizing IP, serial data, or radio frequency (RF) to alert the station. Polling provides instant notification of a lost connection between dispatch and the fire station, which greatly reduces the chance of a missed call. The First-In Alerting Platform (FIAP) checks its connection with the fire station's MCU at a predetermined variable, such as every 10.5 seconds. If the FIAP does not receive proper confirmation from the MCU, the alerting system announces the loss of connection to the station crew and the Dispatch Center meeting NFPA 1221. This feature enables the crew, dispatch, fire and communications personnel to begin proactive, rather than reactive, correction of the problem.</p> <p>Exclusive to Westnet is its robust, tried, true and tested multi-redundant approach to activating a fire station's alerting system. The first and most robust option is a network-based alert. If that alert is not immediately confirmed to the Alerting Platform in Dispatch by the station's MCU Automatic Acknowledgment feature, Westnet's Radio Interface Controller (RIC) will instantaneously initiate a radio/tone-based alert without any dispatcher intervention. This automatic RIC radio alert provides not only a station alert, but unit or company-specific alerting. The RIC Keypad empowers the dispatcher to send the command to activate every unit in every station in under two seconds. The Westnet First-In fire station alerting system is provisioned with auto fail-over, in the event the primary server fails.</p> <p>Westnet has the greatest number of alerting modules of any manufacturer. No other company provides a more comprehensive approach to 911 alerting needs. Our experience and years of operation have produced numerous options for use in any type of fire station. Our vast and diverse products offerings provide fire departments with extensive choices in designing a robust, turnkey alerting system. Our all inclusive systems utilize the latest technology and best practices to deliver dependable equipment designed to help personnel meet operational and response time goals. We are a best in class group of specialists dedicated to providing our first responders with the finest systems available today.</p>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Please see the attached Westnet Warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Westnet's warranty is similar to the warranty for other commercially sold electronic equipment. Specifically, the warranty does not include damage that is caused by Customer's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightening, power cuts or outages, power or telephone line transients, viruses, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Westnet's published instructions. Please see the attached Westnet Warranty for additional information.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, for customers who purchase an on-site warranty.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Westnet provides technicians to all locations where customers have its products. We offer and provide on-site warranty and extended maintenance services in the United States and overseas for United States Marine Corps fire stations.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Westnet provides its warranty for all products its sells, including the few that it does not manufacture.	*
47	What are your proposed exchange and return programs and policies?	Regardless of the vintage of the customer's previously purchased Westnet manufactured product, Westnet offers an equipment buyback credit towards the purchase of a new Westnet product of equal or greater value/performance of the original product.	*
48	Describe any service contract options for the items included in your proposal.	Ongoing Support is offered to all clients. Westnet works with the client to determine the best type of support package that best suits the needs of that department. Some clients desire 24/4/365 on-site maintenance, some prefer quarterly visits, and other departments purchase technical support only packages. Below is an example of a mixed support package approach. This plan is comprised of on-site support for the dispatch center, but technical support only for the stations. All First-In Systems are backed by a one-year warranty and technical support is obtained by calling our toll-free number to report any problems. Generally, most cases are resolved in less than 24 hours.  Please see attached How to Obtain Services document.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Westnet payment terms are typically net 30, but we have extended them to net 45 or 60 on occasion.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Westnet offers direct leasing for government agencies. The lease is for the equipment only and is not offered for installation and labor related services. The term of the lease can be up to 60 months and the customer owns the equipment at the end of the lease term.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Westnet uses a CRM system to track all quotes/estimates and the contracting pricelist is designated on the initial quote. Once the customer submits a contract or purchase order, the quote is converted to an Order and becomes a Project where it is tracked the Contracts and Project Management Teams. For the last several years, Westnet has held both a cooperative purchasing agreement with the Houston-Galveston Area Council (HGAC) and a GSA contract and is required to file quarterly sales reports for each. To allow for accurate sales reporting for the various contract vehicles, Westnet's quoting and accounting systems have a separate code/class for each price list (contract vehicle). This method of capturing the appropriate price list designation at the beginning of the quoting process provides accurate tracking of the sales data at the earliest stage of a project. At the end of a reporting period, the Accounting Department simply runs a sales report based on the code/class of that cooperative contract and a list of all sales is generated. This report can be exported to Microsoft Excel, Word, PDF and other programs. Westnet will process dealer network orders for Sourcewell participating entity purchase orders.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Westnet accepts the P-card procurement and payment process and does not charge an additional cost to participating entities for using this process.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Westnet offers line-items discounts on the equipment. Please see the attached Excel Westnet price list. If Westnet is awarded a contract as a result of this RFP, Westnet will add SW to the beginning of each part number on the quotes and invoices to allow for ease of sales reporting and tracking.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount is 5% from Westnet's list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Regardless of the vintage of the customer's previously purchased Westnet manufactured product, Westnet offers an equipment buyback credit towards the purchase of a new Westnet product of equal or greater value/performance of the original product. The credit offered depends on the type and age of the equipment offered back to Westnet. Typical credits range from \$500 to \$1,500 per device.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	As the manufacturer, Westnet proposes very few items that are considered "open market" items. To maintain compliance with its other cooperative purchasing contracts (i.e., HGAC and GSA), these items are clearly identified by Westnet in the quote to the participating entity.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Westnet provides a turnkey solution, which includes items that vary from project to project. These items include installation supplies, installation, shipping, technical support, project management and other labor-related variables (e.g. difference in prevailing or Davis Bacon wages). Westnet, as the turnkey provider/proposer, is the only entity to impose these variable costs. These items are quoted at a firm-fixed price once the details of the project and the local rates are determined.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All quotes include the shipping charge. This charge is quoted in advance as a firm-fixed price.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All quotes include the shipping charge. This charge is quoted in advance as a firm-fixed price.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This section is not applicable.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered is better than Proposer typically offers and is the best offered when taking the proposed administrative fee into account.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Westnet uses a CRM system to track all quotes/estimates and the contracting pricelist is designated on the initial quote. Once the customer submits a contract or purchase order, the quote is converted to an Order and becomes a Project where it is tracked the Contracts and Project Management Teams. For the last several years, Westnet has held both a cooperative purchasing agreement with the Houston-Galveston Area Council (HGAC) and a GSA contract and is required to file quarterly sales reports for each. To allow for accurate sales reporting for the various contract vehicles, Westnet's quoting and accounting systems have a separate code/class for each price list (contract vehicle). This method of capturing the appropriate price list designation at the beginning of the quoting process provides accurate tracking of the sales data at the earliest stage of a project. At the end of a reporting period, the Accounting Department simply runs a sales report based on the code/class of that cooperative contract and a list of all sales is generated. This report can be exported to Microsoft Excel, Word, PDF and other programs. If Westnet is awarded a contract, it would simply add the quarterly sales reports to the other cooperative purchase agreement and sales reports that it provides to maintain compliance with the respective entities.
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The sales cycle of public safety products for a particular customer often spreads over one or two budget years, so quarterly revenue does not necessarily provide the total picture of sales success. Westnet's custom CRM system allows it to label the source of a Lead or Opportunity and then track that information for the duration of the sales cycle. This same CRM system provides analytics on several sales Key Performance Indicators (KPIs). If awarded the contract, Westnet will add KPIs that are specific to Sourcewell to measure the success with the contract. Additional metrics will be provided by Westnet's Marketing Department, which closely tracks the success of targeted advertising and social media campaigns. Examples of the metrics include engagements from followers or subscribers, views or likes and data from Facebook Insights, Instagram impressions, reach, etc.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Westnet will offer to pay Sourcewell the highest rate it has paid to date as an administrative fee. Westnet is offering 4%, which we acknowledge is separate from the 5% equipment discount offered to the participating entities. Westnet's sales using cooperative purchasing agreement contracts total in the millions and we see more and more entities using these contract vehicles.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Fire station alerting systems are often confused with building fire alarm systems that alert occupants of a building to a fire on premises. Fire station alerting systems are specific only to a fire station and are responsible for alerting firefighters of an incoming call from dispatch. When a dispatch center receives a 911 call from the public, they must then notify the fire station closest to the incident so that firefighters and paramedics can respond to the party as quickly as they can. It is not only important to alert the fire station, but it is critical to alert the right fire company within that station.  A fire station may have multiple fire companies that reside in it, each with a different, yet specific job function to perform. For example, a Battalion Chief does not respond to every call that an Engine Company runs, just as a Truck Company does not respond to every call a Paramedic Rescue goes to. Therefore, it is crucial that the right responding crews are alerted. This is accomplished through a series of systems both at the dispatch center and the fire station. Software



systems at the dispatch center provide mission critical incident information that dispatchers use to alert the fire station. The fire station alerting system at the fire station alerts the proper companies that are needed on the call through both audible and visual transmissions. A series of tones is heard throughout the station along with a pre-alert announcing who is going on the call, such as "engine response", which is then followed by the dispatcher announcing the call details such as type, address, and any other details of the emergency. Visually, colored light indicators that are assigned to each company, illuminate to display which company needs to respond. This way, the crews hear and see who is needed, which provides immediate notification of an alert. Additionally, call details are displayed on monitors located throughout the station, resulting in increased and total situational awareness.

Fire apparatus do not leave the station unless they are alerted to someone in need of help. The fire station alerting system is responsible for communicating that need. Alerting the proper companies in the quickest means possible is vital to a successful outcome.

While alerting firefighters to a need for service is very important, just as important is the method by which you alert them. Gone are the days of loud horns and flashing bright lights. Studies throughout the years have shown that these forms of alerting are stressful and can lead to multiple health problems. Heart attacks are commonly the number one killer of all on duty firefighters, so reducing the stress during an alert is essential. Westnet's alerting system uses ramped tones and lighting to reduce both cardiac and optical shock, thus decreasing unnecessary stress.

The quicker firefighters respond to a fire, the less likely it is to spread. The faster paramedics get to a cardiac arrest victim, the more likely the patient will survive. Response time is the fundamental principal and ultimate benchmark of the fire service. It is said that timing is everything, nothing could be more true during an emergency. Therefore, alerting firefighters as fast as possible, reduces their response times and increases saves and rescues. Westnet's alerting system uses network activation as the fastest means of alerting a fire station to a call. We have seen significant reduction of fire department response times in fire departments using our system. NFPA recommendations call for a four-minute response time. We have seen upwards of a minute and thirty seconds reduction in some cases.

#### DISPATCH SOLUTION

If there is one essential component in the life of an emergency response, it is when a call is received in the dispatch center. Answering an urgent call, call takers and dispatchers initiate a series of events that strives to accomplish a safe and successful outcome for everyone. The critical incident information they transmit allows fire and EMS crews to begin taking actions required for immediate rescue and response. Westnet's dispatch notification systems located in the dispatch center are responsible for alerting the fire station. The products you see here are all used to initiate an alert.

#### First-In Alerting Platform (FiAP)

The First-In Alerting Platform is a computer-based framework that offers the dispatcher a variety of automatic and manual alerting options to vastly improve the call processing time and alerting process. The FiAP communicates directly with the CAD to both transmit and receive alerts and messages from the fire station alerting equipment. Several dispatch agencies have implemented the FiAP to take advantage of the following:

- Immediately determine that a station's network connection is down and initiate automatic backup alerting over the Radio Interface Controllers and fire station alerting radios.
- Provide an instantaneous network connection status of all stations. This "at a glance" feedback is normally displayed at a supervisor's console and allows for proactive correction to restore a lost network connection, as opposed to learning of the lost connection after a failed alert.
- Act as a "backup" to CAD if the CAD is down or otherwise unavailable. Any dispatcher can maximize the FiAP client screen and initiate a manual IP alert to several stations at once.
- Provide advanced "non-alert" capability not normally provided with traditional CAD systems. For Example, activating every speaker in every station with just two (2) mouse clicks. This feature allows the dispatcher to quickly announce a "non-alert" message to all units in and out of quarters.

The First-In Alerting Platform can also provide Text/SMS Messages, Email Alerts, Paging, Printer Notifications and Incident Mapping. The FiAP sends a text message

to the first responder's mobile phone or tablet using our Text/SMS Message System. This time-saving tool automatically activates specific groups by call type. Similar to the Text/SMS Message System, the FiAP automatically emails the first responder's Smartphone or tablet. This email contains the call information, such as the units assigned to the call, incident type, address and any additional call information. The FiAP also supports analog and digital, simulcast wide-area paging of first responders. The Pager Notification can add another redundant communications pathway to the fire station from dispatch. The fire station Printer Notification is activated when the FiAP sends dispatch information to station printers giving crews a printout of the incident information. The Incident Mapping System is a real time incident map that is displayed on strategically placed monitors located throughout the station.

#### First-In Automatic Voice Dispatching System (AVD)

The First-In Automatic Voice Dispatching System (AVD) provides several benefits to the City dispatch process and overall alerting procedures. Activated by the FiAP and CAD, our AVD solution is true text-to-speech technology that reduces the amount of time a dispatcher is needed on a call and provides a consistent voice to responding crews. The AVD system comes with a powerful administrative management tool called the AVD Manager, which provides control over how the AVD message is heard over the radio. Dispatch personnel can customize the speech, cadence, pitch and accent of the words to better reflect the regional and local pronunciation of unique names in the database. This voice management software will allow the City the ability to edit the message order, how many times the dispatch is repeated and adjust word timing. The key part of the AVD Manager System is that technicians no longer have to drive to each station in the City in order to change a word or make an addition to the database. The AVD Manager resides in the Dispatch Center. Once a correction is made to a word, it is automatically uploaded to Automated Voice Dispatch at that moment in time. This will save valuable time and money, relieving the technicians from having to travel to and from each station and freeing them up to work on other projects.

#### First-In Radio Interface Controller (RIC)

One area where valuable seconds and sometimes minutes are lost is when the station does not receive the initial alert. Once it is determined by the dispatcher that backup alerting is now necessary, alternate means are required to manually alert the station crews. Not only does this delay the on-scene response time, but it can increase dispatcher stress, especially on significant or major incidents. Our solution eliminates this delay. No other solution available can provide the critical functionality provided by the First-In Radio Interface Controller. Fire departments nationwide including Long Beach FD, Arlington County FD, Fairfax County FD, City of Miami FD and Weber County 9-1-1 use the RIC to provide instantaneous, automatic activation of the fire station. The CAD communicates directly with the FiAP.

If the FiAP does not immediately receive confirmation that the first, primary alert was successful, it automatically activates the RIC. The RIC keys the radio in dispatch to transmit the alert to the designated stations(s). The RIC alert provides unit/company specific station alerting so the benefits of zoning and colored lights are not lost in the automatic backup mode. Another unique feature of the RIC is the manual backup alerting capability that is implemented if network availability with dispatch is lost. Should this occur, the dispatcher uses the RIC's keypad to select the station and units to activate the fire station. Even with this second level of backup alerting, the station crews still receive the benefit audio and visual zoning. The RIC's manual keypads also provide a quick means to alert every station throughout the department over the radio system with just a few keystrokes. The RIC operates on analog, digital, and P25 radio systems.

#### FIRE STATION SOLUTION

Westnet's First-In Fire Station Alerting System utilizes a series of remote units placed strategically throughout the fire station to notify fire and EMS personnel of an emergency call in the quickest, safest and most advanced means possible. It is a commercial, off the shelf alerting system that is an affordable, scalable, flexible system designed to be used by any size department. Specifically engineered to reduce response times and lower first responder stress levels, First-In provides all of the information necessary for fire and medical crews to respond quickly.

The modular design of the First-In Fire Station Alerting System provides public safety agencies with affordable equipment options, which range from basic alerting functions to maximum alerting capability and full control of the fire station. The products you see here are located in the fire station.

#### Master Control Unit (MCU)



The First-In Master Control Unit (MCU) is the heart of the First-In Fire Station Alerting System and is what communicates all FSA information to and from the dispatch center. Although the final design of each station may vary, all First-In Systems begin with and require an MCU. The MCU receives all alerts sent from the FSA communications servers in the dispatch center. Upon activation from Dispatch, the MCU sends a pre-announcement throughout the station, notifying emergency personnel of the assigned company, the nature of the call and the tiered response level required. The MCU communicates the pre-announcement and dispatch information through First-In Smart Station Units, producing both an audible and visual notification of the alert. For stations that do not utilize Smart Station Units, the MCU activates the station's existing lighting and public address systems.

#### Control Remote (CR)

The First-In Control Remote executes commands received from the MCU to perform a wide variety of tasks throughout the fire station. The Control Remote can be used to open fire station doors and gates, activate exhaust fans, monitor fire station security and control traffic lights. For fire stations not implementing Smart Station audio and lighting units, the Control Remote is used to activate a station's existing lighting and public address system.

#### Satellight Controller/Satellight (SC/S) Satellight

Controllers are installed throughout the fire station, providing a visual and audible notification of the call. For each call, the Satellight Controller emits pre-announcement audio and activates a company-specific colored light indicator. For example, when an alert comes in for paramedics, the Satellight Controller pre-announces, "Medic Response" and the blue light indicator activates, visually signaling a Medic Response. With a simple glance at the Satellight Controller company indication lights, the crew knows immediately who is needed on the call. The necessary companies can begin responding instantly, reducing turnout time and ultimately reducing overall response time.

#### Another lighting feature of Satellight Controllers is Knight Vision Lighting. Knight Vision

Lighting reduces the optical stresses that can occur during night alarms. Firefighters were traditionally awakened with harsh, white lights when a night alarm sounds. Knight Vision Lighting provides a low intensity red glow, which gradually becomes brighter during the alarm sequence. Rather than waiting for their eyes to adjust to the white lights, or risk injury from an inability to see clearly, Knight Vision Lighting allows sleepy firefighters to safely maneuver through the station to the apparatus bays while preserving their night vision. This safety feature of Smart Station is used in dormitories, hallways, egress areas and apparatus bays. Satellites are similar to the Satellight Controllers and essentially perform the same functions, such as pre-announcement, company-specific visual indication and Knight Vision Lighting. However, Satellites reduce the overall costs of installation. Satellites duplicate the audio and visual performance of a Satellight Controller without the cost associated with the Smart Station Control functions that the Satellight Controller performs, such as dynamic audio.

#### Dorm Remote (DR)

The First-In Dorm Remote awakens firefighters with low ramping tones, a soft human voice pre-announcement and Knight Vision Lighting, which provides a red glow of light distributed around the dressing area. From the front panel, each crew member programs his or her Dorm Remote according to the company to which the firefighter is assigned, allowing for zoning capability in that dorm. For example, a paramedic would program "paramedic" into his or her Dorm Remote before going to sleep. Any alarm that comes in for a paramedic activates all "paramedic" Dorm Remotes. Dorm Remotes programmed for truck, engine or other companies do not activate. This feature allows firefighters not needed on calls to continue sleeping. This helps reduce the common sleep deprivation experienced by firefighters needlessly awakened for call to which they need not respond. The First-In Dorm Remote volume can also be adjusted from the front panel to accommodate firefighter sleeping habits. The Dorm Remote can be either surface mounted or flush mounted with the lights in the ceiling above the foot of the bed. The Dorm Remote automatically resets for all calls at shift change.

#### Turnout Timer

The First-In Turnout Timer is used to assist firefighters in meeting the department's response time goals. The Turnout Timer provides visual readout of the time elapsed since the time the call was received at the fire station. The count up begins when the fire station receives the alert from Dispatch and resets at the end of the alert sequence. The Turnout Timer helps the fire department monitor its status in meeting

deployment of resources and response times recommendations defined by National Fire Protection Association (NFPA) 1710. The First-In Turnout Timer is available in small, medium and large format.

#### Active X-It Lighting (AXT)

First-In Active X-It Lighting visually aids personnel during an alert by emitting a traveling glow of red light to indicate station exits leading to the apparatus bay or a pole hole. This feature is especially helpful during night calls, as it preserves the emergency personnel's night vision, allowing them safe entry into egress areas and apparatus bays. In addition to providing a directional indicator, Active X-It Lighting uses Knight Vision Lighting to project the soft flow of red light found in Satelight Controllers and Dorm Remotes. This feature eliminates personnel entering a hallway with glaring fluorescent lights, which optically shocks the eyes.

#### Knight Light System

The Knight Light System is an ergonomic, energy efficient, dual mode lighting system that illuminates the station in red LED lighting when a station is alerted. The Knight Light System is also used to replace traditional, costly, and less efficient fluorescent lighting in new or remodeled stations. At a time designated by the fire department, the MCU automatically activates the Knight Light System each evening and places it into the "Non-Alert Mode". In the "Non-Alert Mode", the Knight Light illuminates dark hallways and stairwells with a white glow of light. Light sensors in the Knight Light System will also cause it to activate during the daytime hours if station lighting levels become low. If the station loses power, the Knight Light System will automatically activate and provide station lighting until the generator starts or normal power is restored. The Knight Light System is configurable based on station needs or preferences. The Knight Light System eliminates personnel entering a hallway with glaring fluorescent lights, which optically shock the eyes.

#### Alerting End Points and Messengers

The First-In Alerting End-Points provide a visual alert via text-message indicators used throughout the fire station. In addition to indicating the company assigned to the call, Messengers come with eight color combinations and can relay critical incident information such as response level, address, hazardous materials data, medical conditions, highway detours, hydrant status and mass notification incidents such as incidents of national security. The Messengers are available in Single Line, Two Line, Four Line or Jumbo sizes. At the time of an alert, the Messengers display a text version of the audio pre-announcement, such as "Brush Truck 2 Response, Wildfire." Additionally, Messengers allow the Dispatch Center, fire headquarters or the communications division to send a nonverbal announcement to all stations with a single command. Messengers come in single line or medium to jumbo, flat screen format for apparatus bays.

#### Appliance Control Device (ACD)

The Appliance Control Device provides control of designated appliances based on zoned alerting. This module provides independent controls of up to eight (8) appliances and automatically controls appliance operations based on the company alerted. For example, if the Medics are alerted, but the Engine and Truck companies are still in the station cooking, a countdown occurs before appliance shut-off. The remaining companies get a visual light indication on the Appliance Reset Switch, notifying them of the appliance status. A green light indicates the appliance is in use, a yellow indicates the countdown to shut-off is in progress and the appliance will be turned off unless the Appliance Reset Switch is activated, and a red light indicates that the appliance is shut down. If all companies are alerted, the Appliance Interface Unit automatically shuts off the appliance in use to maintain station safety. The ACD controls both electric and gas appliances and the countdown time is determined by the fire department.

#### High-Power Amplifier (HPA)

The most difficult and problematic area of fire station audio is the apparatus bay due to the echo off hard surfaces in a large, open areas. The First-In High Power Amplifier with Dynamic Audio Technology resolves the problem of missed calls due to inaudible dispatch transmissions in high-noise environments, such as the apparatus bay, the bay aprons, and station back yards and work areas. This is especially helpful for stations located at or near airports, military bases, and industrial areas. The HPA's Dynamic Audio Technology senses when station noise levels are high, and automatically increases its speaker volume. Similarly, it senses when station noise levels are low, and softens its speaker volume, allowing personnel to comfortably hear the alert and dispatch audio. The HPA can be ordered as a one speaker or two speaker configurations based on the coverage area.

#### Outside Audio Module

The First-In Outside Audio Module provides zoned alerting audio for outside settings. The Outside Audio Module consists of two devices, a weather resistant horn speaker called an Outside Speaker, and the intelligent controller, which is mounted indoors. The Outside Audio Module can be configured to automatically lower its volume or shut off at night.

#### Strobe Lighting

The First-In Alerting Strobe provides a visual notification of an incoming alert. Two or four light units are installed within a room and flash when a call is received from dispatch. The First-In Alerting Strobe helps ensure that emergency personnel are alerted even when conditions are not optimal. This is especially beneficial in situations where personnel are using headphones while working out and exercising.

#### Company Indicator

The Company Indicator is used to provide a visual notification of the companies that are needed on a call. The Company Indicator notifies the crew of the apparatus assignment with just a glance of the large lights. The Outdoor Company Indicator comes in a weather resistant housing.

#### Silencer (SIL)

The First-In Silencer automatically mutes or powers-down infrared-controlled entertainment devices such as televisions and stereos during an alarm sequence, allowing for quiet and clear audio comprehension of the MCU pre-announcement and subsequent dispatch transmissions. If the mute option is selected, the Silencer automatically restores the stereo and television equipment back to their prior audio settings. The Silencer can be used in conjunction with the Video Messenger.

#### Video Doorbell

The First-In IP Video Doorbell provides a video image of the visitor to the Video Doorbell Answering Point inside of the fire station, allowing fire station personnel to see who is at the door. The Video Doorbell can provide keypad or card swipe access to the building. It also provides 2-way audio communications between the visitor at the doorbell and the station personnel at the Video Doorbell Answering Point in the fire station. Station personnel can unlock the door using the Answering Point. The Video Doorbell enhances fire station security through visual identification of station visitors and 2-way verbal communications.

#### Radio Isolation Unit (RIU)

The First-In Radio Isolation Unit is used to protect the MCU from damage occurring from unforeseen electrical transients and lightning strikes. The Radio Isolation Unit is located between the MCU and the fire station radio. If the radio antenna receives a lightning strike, the RIU filters damaging electrical surges, minimizing or preventing harm to the MCU. Multiple radios can be connected to the Radio Isolation Unit.

#### Data Line Surge Protector (DLSP)

Westnet utilizes a Data Line Surge Protector to protect the alerting system from data line surges.

#### Uninterruptible Power Supply (UPS)

All First-In Fire Station Alerting Systems include a minimum of one UPS. The UPS provides continuous power in the event of power loss to the fire station, allowing dispatch sequences to continue to be received. The UPS also provides line filtering, protecting alerting equipment from power surges or spikes.

#### Telephone Interface Module (TIM)

The First-In Telephone Interface Module is utilized for paging personnel within the fire station. This module eliminates the need for and cost of a traditional public address system by integrating the fire station telephone system into all Smart Station audio units such as Satellight Controllers, Dorm Remotes, HPAs and outside speakers.

#### The Power Module/UPS (PM)

The First-In Power Module provides the necessary power to all First-In alerting units. Power Modules are located throughout the station, providing distributed power for

		<p>the alerting system. These intelligent Power Modules can sense a loss of power. Once a loss or interruption of power is sensed, the alerting system notifies the station crew. It will also notify Dispatch. All Power Modules come equipped with an external on-line, full-time Uninterruptible Power Supply (UPS). The UPS provides continuing power in the event of power loss to the fire station, allowing alarm sequences to continue to be received. The proposed UPS provides true sine wave power line filtering, which helps protect the alerting equipment from power surges or spikes as well as power dips.</p> <p><b>Acknowledgement Switch</b></p> <p>The Acknowledgment Switch sends a signal back to Dispatch confirming that the alert was received, and the assigned crews are responding. The Acknowledgment Switch is commonly located in apparatus bays, where crews press it while on the way out of the fire station.</p> <p><b>Doorbell</b></p> <p>If a visitor activates a doorbell, the announcement "Attention personnel, there is a visitor at the front door" is heard throughout the station. In addition to the audio alert, a visual alert via the Satellight Controllers, Dorm Remotes and Messengers occurs. If there are multiple doorbells, the system will announce and display at which door the visitor is located.</p> <p><b>Alert System Test Switch</b></p> <p>The Alert System Test Switch allows fire personnel to conduct a full station test of the alerting system whenever desired. "This is a test of the First-In Alerting System, this is only a test" is heard throughout all Smart Station alerting modules. Additionally, all alerting devices can illuminate and visually display a "System Test" message.</p> <p><b>Emergency Switch</b></p> <p>The Emergency Switch announcement "Attention personnel, there is an in-house emergency, all personnel report" notifies the station crew of an in-station emergency. When the EB is pressed, all Smart Station audio and visual indicators are activated and can display "In-House Emergency". The system can be programmed to automatically notify dispatch of the incident. The Emergency Switch is commonly located in watch rooms, station lobbies and apparatus bays.</p> <p><b>Reset Switch</b></p> <p>The manual Reset Switch will provide a reset of the FSA for false alerts or corrected dispatches. This switch will be located where the designated by fire station visits.</p> <p><b>Illuminated Speakers, Smart Amplifier</b></p> <p>The First-In Smart Public Address (PA) Amplifier and Speakers provide zoned audio and an option of red illumination during an alert. The Smart PA Speaker can be used in conjunction with other First-In Smart Station equipment, as well as with a station's existing public address system, to provide maximum lighting and zoned audio coverage in the fire station.</p> <p>In addition to products offered as part of our fire station alerting system, Westnet provides several services that make us a one stop, full-service provider. Our services include system installation, warranty service, repairs, design, consulting, engineering and system monitoring. Westnet and its dealers maintain installation crews that install our alerting systems nationwide. All installers are certified by Westnet and have years of experience installing First-In into different types and models of fire stations. Westnet is also a full-service warranty and repair shop, providing maintenance, warranty and repairs to equipment. Westnet consults fire departments on a myriad of topics including IT, radio and back-up systems. Many times, when a department has a problem they would like to solve, they utilize our engineering services team to design software and products to resolve their issue. In addition, Westnet maintains a full time Monitoring Center, where we can directly access a station's alerting system. This customer service provides a collaborative effort between Westnet and communications personnel in order to quickly resolve any issues on a 24 hour a day, 7 day per week basis.</p>	
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Westnet's main category is fire station alerting. A subcategory would be public safety software.	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. Fire station alerting products and services are offered within this proposal.	*
68	Connectivity and interoperability devices, hardware and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, connectivity devices are offered within this proposal. Hardware and software located in the dispatch center provide connectivity to the hardware in the fire station.	*
69	Airborne, marine, and underwater communication systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
70	Services related to lines 67, 68 and 69 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. Services related to the fire station alerting system and dispatching systems are offered within this proposal.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Many of our installations require interfacing with existing fire station alerting systems. These legacy systems must interoperate with our newer alerting system. Our equipment must also interoperate with PA systems, exhaust evacuation systems, door openers, stoves, and other fire station systems. Westnet's Control Remote is the product that provides interoperability amongst these various systems.	*
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Our fire station alerting system receives call information directly from other software that communicates directly with our software. CAD provides call details to our First-In Alerting Platform, which in turn, activates our hardware located in the fire station. Our products interface with CAD systems, networks and radio systems continually. Many of the interfaces are created with CAD vendors through the use of an Application Programming Interface. Networks and radio systems are accomplished through programming.	
73	Describe how your products and services conform to applicable industry standards and required specifications.	<p>The National Fire Protection Association is dedicated to, "eliminating death, injury, property and economic loss due to fire, electrical and related hazards". The NFPA and its committees are responsible for publishing recommendations that act as an operational guidebook for the fire service. They make suggestions on everything from material used in turnout coats to how long it should take a responding crew to get to the scene of a fire. In terms of fire station alerting, there are a number of NFPA standards that address this section of firefighting.</p> <p>NFPA 1221: Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems. This standard recommends that fire station alerting circuits be monitored at all times so that in the event of a disconnection, both dispatchers and firefighters are made aware that a failure has occurred. Westnet meets this standard with our Master Control Unit through the use of polling. Polling is a method in which the MCU is monitoring for connectivity with dispatch to make sure all connections are good.</p> <p>NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments and NFPA 1720: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments. These standards recommend specific response times for both career and volunteer departments. Westnet helps meet these recommendations with the use of our MCU activation and redundant alerting methods. Utilizing a monitored, network activated alerting system reduces response times, therefore helping to meet the response time metrics put forth in this NFPA Standard.</p>	
74	Describe your use of installation or service partners, if applicable.	Westnet and its dealers have sets of certified installation teams who perform installations nationwide. Our dealers and installation crews have over 40 years of combined installation experience of Westnet's First-In Fire Station Alerting System. We fervently believe that vetted and trained individuals are the only installers that should be allowed in a public safety facility. Other vendors use low voltage companies that are located near the installation site and with whom they do not have an existing relationship. The fire station is a home away from home and Westnet does everything it can to make sure that top quality people are responsible for installing our systems. They do it every day with efficiency and discretion. Westnet and its dealers also maintain service teams that our responsible for warranty, maintenance and repairs.	

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Tuesday April 20, 2021 13:30:43
  - [Marketing Plan/Samples](#) - Marketing Samples.zip - Monday April 19, 2021 16:06:13
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty.zip - Tuesday April 20, 2021 14:57:20
  - [Pricing](#) - Sourcewell Westnet Pricing.xlsx - Tuesday April 20, 2021 13:28:36
  - [Upload Additional Document](#) - Additional Documents.zip - Tuesday April 20, 2021 15:41:11



## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dawn Matheny, Chief Financial Officer, Westnet Incorporated

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_8_PS_Communications_Tech_RFP_042021</b> Tue April 13 2021 04:33 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_PS_Communications_Tech_RFP_042021</b> Mon April 12 2021 06:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_PS_Communications_Tech_RFP_042021</b> Wed April 7 2021 06:45 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_PS_Communications_Tech_RFP_042021</b> Mon April 5 2021 08:18 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_PS_Communications_Tech_RFP_042021</b> Thu April 1 2021 03:59 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_PS_Communications_Tech_RFP_042021</b> Thu March 25 2021 08:23 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_PS_Communications_Tech_RFP_042021</b> Mon March 8 2021 01:20 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_PS_Communications_Tech_RFP_042021</b> Fri March 5 2021 12:57 PM	<input checked="" type="checkbox"/>	2



**Westnet #042021-WNT**

Pricing for contract #042021-WNT is provided at 5% discount from list price to Sourcewell participating agencies.



# Sourcewell Westnet Offered Pricing

RFP. 042021 OFFERED ITEMS PRICING

Offeror: Westnet, Inc.

9-1-1 Dispatch Center Hardware and Software - First-In Alerting Platform & Radio Interface Controller Systems						
RFP #	Manufacturer	Vendor	Product Code	Product Name	List Price	Offered Price
42021	Westnet	Westnet	FIAP-CORE-CS-UPG	FIAP Core Software Upgrade to Client/Server Model	\$8,150.00	\$7,742.50
42021	Westnet	Westnet	FIAP-ISS	FIAP Information System Software	\$6,475.00	\$6,151.25
42021	Westnet	Westnet	FIAP-RSVC	Dual FIAP Redundant Server Core and Synchronized System	\$15,500.00	\$14,725.00
42021	Westnet	Westnet	FIAP-CORE-01S	First-In Alerting Platform 1 Station Package	\$1,385.00	\$1,315.75
42021	Westnet	Westnet	FIAP-CORE-5S-PKG	First-In Alerting Platform Core Station Alerting Software with up to 5 Station License Package	\$12,850.00	\$12,207.50
42021	Westnet	Westnet	FIAP-CORE-05S-HA	First-In Alerting Platform 5 Station Package for HA Server	\$2,492.50	\$2,367.88
42021	Westnet	Westnet	FIAP-CORE-CS-HA	First-In Alerting Platform Core Software (Client/Server) HA	\$15,560.00	\$14,782.00
42021	Westnet	Westnet	FIAP-MSSVR-2016	Microsoft Windows Server 2016 Standard for First-In Alerting Platform	\$1,105.50	\$1,050.23
42021	Westnet	Westnet	FIAP-MSSQL-2016	Microsoft SQL Standard Server 2016 for First-In Alerting Platform	\$1,275.99	\$1,212.19
42021	Westnet	Westnet	FIAP-CORE-TEST	First-In Alerting Platform Core Test License	\$6,885.00	\$6,540.75
42021	Westnet	Westnet	FIAP-CORE-05S	First-In Alerting Platform 5 Station Package	\$4,985.00	\$4,735.75
42021	Westnet	Westnet	FIAP-CADI-SLIC	First-In Alerting Platform CADI License for second CAD	\$8,895.00	\$8,450.25
42021	Westnet	Westnet	FIAP-Client-01	First-In Alerting Platform Client License (Single License)	\$849.00	\$806.55
42021	Westnet	Westnet	FIAP-CLIENT-05	First-In Alerting Platform Client License Package (5 Licenses)	\$2,500.00	\$2,375.00
42021	Westnet	Westnet	FIAP-CLIENT-WS	First-In Alerting Platform Client Workstation	\$1,950.00	\$1,852.50
42021	Westnet	Westnet	FIAP-CORE-CS	First-In Alerting Platform Core Software (Client/Server)	\$19,450.00	\$18,477.50
42021	Westnet	Westnet	FIAP-CORE-P2P	First-In Alerting Platform Core Software (P2P)	\$9,589.00	\$9,109.55
42021	Westnet	Westnet	FIAP-CORE-SA	First-In Alerting Platform Core Software with Client Application (Stand-Alone)	\$9,589.00	\$9,109.55
42021	Westnet	Westnet	FIAP-CORE-5S-PKG	First-In Alerting Platform Core Station Alerting Software with 5 Station License Package	\$12,850.00	\$12,207.50
42021	Westnet	Westnet	FIAP-CORE-TEST	First-In Alerting Platform Core Test License	\$6,885.00	\$6,540.75
42021	Westnet	Westnet	FIAP-CORE-SVR	First-In Alerting Platform Server	\$7,850.00	\$7,457.50
42021	Westnet	Westnet	FIAP-CORE-SVR-SD	First-In Alerting Platform Standard Server	\$3,974.60	\$3,775.87
42021	Westnet	Westnet	FIAS-SU	First-In Alerting Software - Single User Version	\$2,250.00	\$2,137.50
42021	Westnet	Westnet	FIAS-MS5	First-In Alerting Software (up to 5 stations)	\$7,499.95	\$7,124.95
42021	Westnet	Westnet	FIAP-WS	First-In Alerting Workstation with License	\$1,118.45	\$1,062.53
42021	Westnet	Westnet	FIAP-AVD	First-In Automated Voice Dispatch System	\$28,500.00	\$27,075.00
42021	Westnet	Westnet	FIAP-AVD-EDT	First-In Automated Voice Dispatch Word Editor	\$3,245.00	\$3,082.75
42021	Westnet	Westnet	CADIC	First-In CAD Interface Software and Server	\$49,295.00	\$46,830.25
42021	Westnet	Westnet	FRIC-LT	Radio Interface Controller (Lite) with 2 Keypads	\$15,872.00	\$15,078.40
42021	Westnet	Westnet	QRIC-05-IVD	Radio Interface Controller with 5 Alerting Keypads	\$67,512.00	\$64,136.40
42021	Westnet	Westnet	FIAP-MSGN	SMS and Email Messaging Software	\$4,850.00	\$4,607.50
42021	Westnet	Westnet	TRS-IM-AD	Trunked Radio Interface Adaptor	\$3,795.00	\$3,605.25
42021	Westnet	Westnet	TR-IM	Trunked Radio Interface Module	\$2,750.00	\$2,612.50

Fire Stations - Westnet First-In Alerting Equipment						
RFP #	Manufacturer	Vendor	Product Code	Product Name	List Price	Offered Price
42021	Westnet	Westnet	SSAKB	Acknowledgement Button	\$225.00	\$213.75
42021	Westnet	Westnet	SACTXTLTG-1	Active-X-IT Lighting - single 7.5' unit	\$412.88	\$392.24
42021	Westnet	Westnet	SACTXTLTG	Active-X-IT Lighting - two 7.5' units	\$825.75	\$784.46
42021	Westnet	Westnet	ADV-VM-40	Advanced Video Messenger w/ 40" Display	\$2,045.00	\$1,942.75

15542 Chemical Lane  
Huntington Beach, CA 92649  
Phone: 714-548-3500 Fax: 714-901-5610  
www.FirstInAlerting.com



## Sourcewell Westnet Offered Pricing

42021	Westnet	Westnet	ADV-VM-46	Advanced Video Messenger w/ 46" Display	\$2,245.00	\$2,132.75
42021	Westnet	Westnet	ADV-VM-50	Advanced Video Messenger w/ 50" Display	\$2,520.00	\$2,394.00
42021	Westnet	Westnet	ADV-VM-55	Advanced Video Messenger w/ 55" Display	\$2,695.00	\$2,560.25
42021	Westnet	Westnet	ADV-VM-60	Advanced Video Messenger w/ 60" Display	\$2,975.00	\$2,826.25
42021	Westnet	Westnet	ADV-VM-32	Advanced Video Messenger with 32" Display	\$1,764.00	\$1,675.80
42021	Westnet	Westnet	SSRSW	Alert Reset Switch	\$225.00	\$213.75
42021	Westnet	Westnet	SS-AST-LF	Alerting Strobe Light Fixture	\$225.00	\$213.75
42021	Westnet	Westnet	SS-AST-M	Alerting Strobe Module w/2 Lights (Can Drive 4 Lights)	\$1,285.00	\$1,220.75
42021	Westnet	Westnet	SS-SAIU-10	Appliance and Systems Interface Unit	\$1,925.00	\$1,828.75
42021	Westnet	Westnet	SS-CI5C-M	Company Indicator (Apparatus Bay)	\$825.00	\$783.75
42021	Westnet	Westnet	SS-CI5C-M-OS	Company Indicator (Outside)	\$950.00	\$902.50
42021	Westnet	Westnet	SCR26-24VCS	Control Remote (each controls up to 8 functions)	\$1,175.95	\$1,117.15
42021	Westnet	Westnet	SCR26-24VTX	Control Remote with External Power Supply (controls up to 8 functions)	\$1,195.25	\$1,135.49
42021	Westnet	Westnet	S99LM	Crash Line Module	\$1,200.00	\$1,140.00
42021	Westnet	Westnet	SS-DVCS	Digital Volume Controller	\$225.00	\$213.75
42021	Westnet	Westnet	SDRM38V-SM	Dorm Remote (surface mount)	\$938.45	\$891.53
42021	Westnet	Westnet	DRM-ALA-R	Dorm Remote Attached Lamp (Red Light)	\$175.00	\$166.25
42021	Westnet	Westnet	SDRMKIT-TBD	Dorm Remote Mounting Kit - TBD	\$218.25	\$207.34
42021	Westnet	Westnet	SDRM38V-FM	Dorm Remote -Flush Mount Kit also required	\$898.25	\$853.34
42021	Westnet	Westnet	DRM-FLA-R	Dorm Remote Flush Mount Lamp (Red Light)	\$172.00	\$163.40
42021	Westnet	Westnet	DRM-FLA-RW	Dorm Remote Flush Mount Lamp (Red/White Light)	\$205.00	\$194.75
42021	Westnet	Westnet	SDRMKIT-STD	Dorm Remote Mounting Kit - Standard	\$218.25	\$207.34
42021	Westnet	Westnet	SSETS	Emergency Button	\$225.00	\$213.75
42021	Westnet	Westnet	FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	\$9,495.95	\$9,021.15
42021	Westnet	Westnet	FIN-EUL	Ethernet Data Activated Ultra-Lite MCU	\$2,945.00	\$2,797.75
42021	Westnet	Westnet	FIS-ALERT-CTRL	First-In Alerting Endpoint Controller	\$1,445.00	\$1,372.75
42021	Westnet	Westnet	FIS-EP-32	First-In Alerting Endpoint w/ 32" Monitor	\$2,125.20	\$2,018.94
42021	Westnet	Westnet	FIS-EP-40	First-In Alerting Endpoint w/ 40" Monitor	\$2,447.20	\$2,324.84
42021	Westnet	Westnet	FIS-EP-46	First-In Alerting Endpoint w/ 46" Monitor	\$2,587.20	\$2,457.84
42021	Westnet	Westnet	FIS-EP-50	First-In Alerting Endpoint w/ 50" Monitor	\$2,867.20	\$2,723.84
42021	Westnet	Westnet	FIS-EP-55	First-In Alerting Endpoint w/ 55" Monitor	\$3,045.00	\$2,892.75
42021	Westnet	Westnet	FIS-EP-60	First-In Alerting Endpoint w/ 60" Monitor	\$3,345.00	\$3,177.75
42021	Westnet	Westnet	FIAP-IDM	First-In Alerting Incident Dispatch Module	\$68,650.00	\$65,217.50
42021	Westnet	Westnet	FIS-MAP-CTRL	First-In Mapping Endpoint Controller	\$1,764.00	\$1,675.80
42021	Westnet	Westnet	FIN-AUX-L01	First-In MCU Auxiliary Module Lite	\$635.00	\$603.25
42021	Westnet	Westnet	MCU-SW-MON	First-In MCU Remote Monitor Switch	\$225.00	\$213.75
42021	Westnet	Westnet	SHPA150	High Power Paging Audio Module (includes one speaker)	\$1,875.00	\$1,781.25
42021	Westnet	Westnet	SHPA150-D	High Power Paging Audio Module (includes two speakers)	\$2,175.49	\$2,066.72
42021	Westnet	Westnet	FIS-SDS-32-MAP	Information System 32" Non-Touch Display Point with Mapping	\$2,436.00	\$2,314.20
42021	Westnet	Westnet	FIS-SDP-32-TCH-MAP	Information System 32" Touch Screen Display Point with Mapping	\$3,956.86	\$3,759.02
42021	Westnet	Westnet	FIS-SDP-40-MAP	Information System 40" Non-Touch Display Point with Mapping	\$2,775.00	\$2,636.25
42021	Westnet	Westnet	FIS-SDP-40-TCH-MAP	Information System 40" Touch Screen Display Point with Mapping	\$5,330.64	\$5,064.11
42021	Westnet	Westnet	FIS-DSP-46-MAP	Information System 46" Non-Touch Display Point with Mapping	\$2,985.00	\$2,835.75
42021	Westnet	Westnet	FIS-SDP-46-TCH-MAP	Information System 46" Touch Screen Display Point with Mapping	\$5,345.00	\$5,077.75
42021	Westnet	Westnet	FIS-SDP-50-MAP	Information System 50" Non-Touch Display Point with Mapping	\$3,235.00	\$3,073.25



## Sourcewell Westnet Offered Pricing

42021	Westnet	Westnet	FIS-SDP-55-MAP	Information System 55" Non-Touch Screen Display Point with Mapping	\$3,385.00	\$3,215.75
42021	Westnet	Westnet	FIS-SDP-55-TCH-MAP	Information System 55" Touch Screen Display Point with Mapping	\$5,875.90	\$5,582.11
42021	Westnet	Westnet	FIS-CTLR	Information System Controller	\$5,667.00	\$5,383.65
42021	Westnet	Westnet	FIS-NGW	Information System Gateway	\$735.00	\$698.25
42021	Westnet	Westnet	FIS-MOD	Information System Modulator	\$3,979.80	\$3,780.81
42021	Westnet	Westnet	FIS-NFW	Information System Network Switch and Firewall	\$1,260.00	\$1,197.00
42021	Westnet	Westnet	SSMU-J	Jumbo Messenger	\$3,450.00	\$3,277.50
42021	Westnet	Westnet	SKL-LF	Knight Light Lamp Fixture	\$185.00	\$175.75
42021	Westnet	Westnet	SKL-SW	Knight Light On/Off Switch	\$225.00	\$213.75
42021	Westnet	Westnet	SKL-LS	Knight Light Strip (7.5 ft.)	\$584.80	\$555.56
42021	Westnet	Westnet	SKL-LSM-02	Knight Light System Module w/ 2 7.5' Strips	\$1,685.00	\$1,600.75
42021	Westnet	Westnet	SKL-LFM-02	Knight Light System Module w/ 2 Lamp Fixtures	\$685.00	\$650.75
42021	Westnet	Westnet	SKL-LFM-04	Knight Light System Module w/ 4 Lamp Fixtures	\$1,055.00	\$1,002.25
42021	Westnet	Westnet	SS-LSC-8P	Light Strip Controller Module	\$340.00	\$323.00
42021	Westnet	Westnet	SS-LSC-4-5C-KIT	Light Strip Controller with 4, 5-Color Indicators	\$944.00	\$896.80
42021	Westnet	Westnet	SS-LSI-5C	Light Strip Indicator - 5 Color	\$151.00	\$143.45
42021	Westnet	Westnet	SS-LSI-7C	Light Strip Indicator - 7 Color	\$191.46	\$181.89
42021	Westnet	Westnet	SSMAS	Manual Alert Switch for Dispatch	\$225.00	\$213.75
42021	Westnet	Westnet	SSMNB	Mass Notification Button	\$225.00	\$213.75
42021	Westnet	Westnet	FRMKit-Dual	MCU and Radio Rack Mount Kit	\$193.95	\$184.25
42021	Westnet	Westnet	DLSP	MCU Data Line Surge Protector	\$95.00	\$90.25
42021	Westnet	Westnet	FRMKIT5X19	MCU Rack Mount Kit	\$164.94	\$156.69
42021	Westnet	Westnet	SS-MON-VCS	Monitor Volume Control Switch	\$225.00	\$213.75
42021	Westnet	Westnet	SSICM3M	Network Interface Controller	\$925.13	\$878.87
42021	Lexmark	Westnet	FIN-PRINT-N	Network Ready Laser Printer	\$523.00	\$496.85
42021	Epson	Westnet	FIN-PRINT-NTH	Network Ready Thermal Printer	\$519.58	\$493.60
42021	TrippLite	Westnet	SPC1000-2U	On-Line UPS Double Conversion w/ Mounting Bracket	\$855.85	\$813.06
42021	Westnet	Westnet	SS-OS	Outside Speaker	\$115.00	\$109.25
42021	Westnet	Westnet	SS-OSA	Outside Speaker Audio Module (includes one speaker)	\$599.98	\$569.98
42021	Westnet	Westnet	SS-OSA-D	Outside Speaker Audio Module (includes two speakers)	\$698.98	\$664.03
42021	Westnet	Westnet	SS-TA-OSA	Outside Tone Alert Speaker Module (includes one speaker)	\$599.98	\$569.98
42021	Westnet	Westnet	SPC28-LT	Power Module Lite	\$627.12	\$595.76
42021	Westnet	Westnet	SPC28-LT-1PS	Power Module Lite w/ Single Power Supply	\$985.00	\$935.75
42021	Westnet	Westnet	SPC28-LT-1K1PS	Power Module Lite w/ UPS & Single Power Supply	\$1,663.24	\$1,580.08
42021	Westnet	Westnet	SPC28-HSL	Power Module w/ Dual Mode	\$1,973.73	\$1,875.04
42021	Westnet	Westnet	SPC28-HSL-2PS	Power Module w/ Dual Mode & Dual Power Supplies	\$2,338.53	\$2,221.60
42021	Westnet	Westnet	SPC28-HSL-1PS	Power Module w/ Dual Mode & Single Power Supply	\$2,156.13	\$2,048.32
42021	Westnet	Westnet	SPC28-HSL-1K2PS	Power Module w/ Dual Mode, UPS & Dual Power Supplies	\$3,194.38	\$3,034.66
42021	Westnet	Westnet	SPC28-HSL-1K1PS	Power Module w/ Dual Mode, UPS & Single Power Supply	\$3,011.98	\$2,861.38
42021	Westnet	Westnet	SPC28-HS-2PS	Power Module w/ Hub & Spoke Controller & Dual Power Supplies	\$2,338.53	\$2,221.60
42021	Westnet	Westnet	SPC28-HS-1PS	Power Module w/ Hub & Spoke Controller & Single Power Supply	\$2,156.13	\$2,048.32
42021	Westnet	Westnet	SPC28-HS-1K2PS	Power Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	\$3,194.38	\$3,034.66
42021	Westnet	Westnet	SPC28-HS-1K1PS	Power Module w/ Hub & Spoke Controller, UPS & Single Power Supply	\$3,011.98	\$2,861.38
42021	Westnet	Westnet	SPC28-HS	Power Module w/ Hub and Spoke Controller	\$1,973.73	\$1,875.04
42021	Westnet	Westnet	SPC28-PL	Power Module w/ Light Controller	\$1,973.73	\$1,875.04



## Sourcewell Westnet Offered Pricing

42021	Westnet	Westnet	SPC28-PL-2PS	Power Module w/ Light Controller & Dual Power Supplies	\$2,338.53	\$2,221.60
42021	Westnet	Westnet	SPC28-PL-1PS	Power Module w/ Light Controller & Single Power Supply	\$2,156.13	\$2,048.32
42021	Westnet	Westnet	SPC28-PL-1K2PS	Power Module w/ Light Controller, UPS & Dual Power Supplies	\$3,194.38	\$3,034.66
42021	Westnet	Westnet	SPC28-PL-1K1PS	Power Module w/ Light Controller, UPS & Single Power Supply	\$3,011.98	\$2,861.38
42021	Westnet	Westnet	PTR010	Printer Interface Module	\$485.75	\$461.46
42021	Westnet	Westnet	FINISO4P	Radio Isolation Unit - Four Channel	\$831.00	\$789.45
42021	Westnet	Westnet	FINISO1P	Radio Isolation Unit - Single Channel	\$653.24	\$620.58
42021	Westnet	Westnet	SSMSW	Radio Monitor Switch	\$225.00	\$213.75
42021	Westnet	Westnet	SSPK-SW	Satellight & Dorm Remote Speaker Switch	\$225.00	\$213.75
42021	Westnet	Westnet	SSAT	Satellight (driven off Satellight Controller)	\$295.00	\$280.25
42021	Westnet	Westnet	SSAT-M	Satellight Controller	\$599.98	\$569.98
42021	Westnet	Westnet	SSAT-M-KL	Satellight Controller with Knight Light	\$749.95	\$712.45
42021	Westnet	Westnet	SSAT-M-KL-7C	Satellight Controller with Knight Light - 7 Color	\$945.00	\$897.75
42021	Westnet	Westnet	SSAT35C-OS	Satellight Controller with Outside Speaker	\$599.98	\$569.98
42021	Westnet	Westnet	SSATKIT-H-7C	Satellight Mounting Kit - 7 Color	\$72.00	\$68.40
42021	Westnet	Westnet	SSATKIT-TBD	Satellight Mounting Kit - TBD	\$48.00	\$45.60
42021	Westnet	Westnet	SSPK-SW-S	Satellight Speaker Switch-Subnet	\$295.00	\$280.25
42021	Westnet	Westnet	SSAT-KL	Satellight with Knight Light - (Driven by SSAT-M)	\$545.00	\$517.75
42021	Westnet	Westnet	SSIL2	Silencer	\$685.00	\$650.75
42021	Westnet	Westnet	SS-AMP	Smart PA Amplifier	\$2,113.04	\$2,007.39
42021	Westnet	Westnet	SPA-SPKR	Smart PA Speaker with no Lights	\$198.00	\$188.10
42021	Westnet	Westnet	SPA-SPKR-L	Smart PA Speaker with Red LED Lighting.	\$245.00	\$232.75
42021	Beldon	Westnet	SS-CP	Smart Station Cabling	\$64.84	\$61.60
42021	Westnet	Westnet	SSPK-SW-M	Smart Station Speaker Switch-Main	\$225.00	\$213.75
42021	Westnet	Westnet	SPA-MKIT-A	SPA Speaker Mounting Kit - Acoustic Ceiling	\$48.00	\$45.60
42021	Westnet	Westnet	SSTSW	System Test Button	\$225.00	\$213.75
42021	Westnet	Westnet	SS-TIM-01	Telephone Interface Module	\$1,199.95	\$1,139.95
42021	Westnet	Westnet	SSMU16	Text Messenger Unit - One Line - 16 character display	\$773.00	\$734.35
42021	TOA	Westnet	A-912MK2	TOA Amplifier, 120W Modular Mixer	\$904.75	\$859.51
42021	TOA	Westnet	M-61S	TOA MIC Preamp, 200 Ohm Single Input	\$91.23	\$86.67
42021	Westnet	Westnet	SS-TAM-D	Tone Alerting Module (includes two speakers)	\$698.98	\$664.03
42021	Westnet	Westnet	SS-TTMR-M	Turnout Timer (Medium)	\$825.00	\$783.75
42021	Westnet	Westnet	FiAP-VDB-CTRL-4C	Video Doorbell Controller	\$950.00	\$902.50
42021	Westnet	Westnet	FiAP-VDB-1B	Video Doorbell with 1 Button	\$1,350.88	\$1,283.34
42021	Westnet	Westnet	FiAP-VDB-1B-KP	Video Doorbell with 1 Button and Keypad	\$1,539.00	\$1,462.05
42021	Westnet	Westnet	SSVM-200	Video Messenger	\$875.00	\$831.25
42021	Westnet	Westnet	SSVM-32MT	Video Messenger w/ 32" Monitor	\$1,547.00	\$1,469.65
42021	Westnet	Westnet	SSVM-40MT	Video Messenger w/ 40" Monitor	\$1,827.00	\$1,735.65
42021	Westnet	Westnet	SSVM-46MT	Video Messenger w/ 46" Monitor	\$1,967.00	\$1,868.65
42021	Westnet	Westnet	SSVM-55MT	Video Messenger w/ 55" Monitor	\$2,247.00	\$2,134.65
42021	Westnet	Westnet	SSVM-60MT	Video Messenger w/ 60" Monitor	\$3,265.00	\$3,101.75
42021	Westnet	Westnet	FiAP-VOIP-SW	VoIP Communications Core Software	\$7,885.50	\$7,491.23
42021	Westnet	Westnet	FiAP-VOIP-CTRL	VoIP Communications Gateway Controller	\$6,450.00	\$6,127.50
42021	Westnet	Westnet	FiAP-VOIP-C-HGW	VoIP Console Device Gateway	\$895.00	\$850.25
42021	Westnet	Westnet	FiAP-VOIP-C-SGW	VoIP Console Software UX Gateway	\$485.00	\$460.75





## Sourcewell Westnet Offered Pricing

42021	Westnet	Westnet	FiAP-VOIP-AM	VoIP Fire Station Audio Module	\$1,765.00	\$1,676.75
42021	Westnet	Westnet	FiAP-VOIP-S-GW	VoIP Fire Station Gateway Controller	\$1,150.00	\$1,092.50
42021	Westnet	Westnet	FiAP-VOIP-R-GW	VoIP Radio Gateway	\$3,950.00	\$3,752.50
42021	Westnet	Westnet	FiAP-VDB-AP-TCH	VoIP Station Video Answering Point with Touch	\$540.00	\$513.00
42021	Westnet	Westnet	FiAP-VOIP-TIM	VoIP Telephone Interface Module	\$1,589.00	\$1,509.55
42021	Westnet	Westnet	SPK-VC	Volume Controller	\$225.00	\$213.75

Estimated Delivery Time (ARO) - After Receipt of Customer's Programming Information	90 Days
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First-In Alerting Services		
Product Name	Product ID	Offered Price
Fire Station Alerting System Design Services	SVC-DGN	\$250.00
Fire Station Alerting System Installation - Helper Installer	INST-HELP	\$145.00
Fire Station Alerting System Installation - Lead Installer	INST-LEAD	\$185.00
Standard Programming	STD-P	\$165.00
Technician - Lead	TECH-L	\$185.00
Fire Station Alerting System Installation - Project Management	INST-PM	\$145.00
Custom Programming & Testing Services	CPTS	\$325.00



**TASK AUTHORIZATION No. 1**  
***First-In Alerting Aircraft Emergency System Turnkey Installation***

Pursuant to Sourcewell Agreement and the Participating Addendum entered into by and between the Lee County Port Authority (Authority) and Westnet , LLC (Provider), a determination has been made by the Authority that there is a need for the performance of services by the Provider, as specifically set forth in this Task Authorization.

**OBJECTIVE:**

The objective of this project is the purchase of a First-In Aircraft Emergency System (AES) including turnkey installation in the Southwest Florida International Airport (RSW) fire station and the air traffic control tower. The scope of services also includes technical support. The First-In Alerting AES System includes AES Alerting Tower Touch Screen System Dual Mode, AES Alerting Endpoint Touch Screen, First-In AES Server, Core AES Software Platform and Aircraft Emergency SP Phones.

**SCOPE OF WORK:**

The Provider will fully execute the work required and described in this Task Authorization in accordance with the provisions set forth in the Participating Addendum, including all exhibits and as specified in this Task Authorization, including all exhibits. In the event of a conflict between this Task Authorization and the Source Agreement or Participating Addendum, the provisions set forth in this Task AUTHORIZATION will govern.

**AES NETWORK BACKBONE INSTALLATION REQUIREMENTS** - Provider will provide switches at least 30 days prior to the scheduled installation. Provider currently operates on the 172.18.04.xx subnet of the Administration Network, utilizing TCP/IP and UDP protocols. A Fiber Ring provides the backbone between the Dispatch location and the ARFF Station. This project will add ATCT and Tracon to the 172.18.04.xxx network. This network must be created and operational prior to the Provider's arrival. For the purposes of this project, this means the backbone is tested and verified, end-to-end, with all the necessary components in place. At least 30 days prior to installation, Provider will provide a CAT6 patch cable, or LC-LC SM Fiber patch cable, to the Provider-supplied Cisco C1000 8-port switch equipped with a 1G SM SFP in the ATCT. At other locations, Provider will connect the patch cable to the Authority-provided switch network ports and join the network. ATCT and Tracon work is anticipated to be completed after-hours and Authority agrees to provide access during these times. ATCT and Tracon work is anticipated to be completed after-hours and Authority agrees to provide access during these times. Provider will coordinate a date to verify all equipment locations with the Authority assigned Project Manager upon issuance of the NTP.

Network connectivity must exist and be verified between the following locations. Provider will coordinate a date to verify connectivity with the Authority assigned Project Manager upon issuance of the NTP.

- ATCT to Trecon, Dispatch, and ARFF Station
- Trecon to ATCT, Dispatch, and ARFF Station
- Dispatch to ATCT, Trecon, and ARFF Station
- ARFF Station to Dispatch, ATCT, and Trecon

Provider server(s) listed below require 1U of rack space and are designed to be mounted in a standard four-post server rack located in 3096 IT Data center in terminal. If a standard server rack is not available, the Authority should confer with Provider so that a suitable alternative can be planned prior to arrival. Failure to prearrange this may result in additional parts, shipping, and labor charges.

- Server Installation Location(s) must be identified and clearly marked. (*VM Server requirements are as follows: 2 processors, 16 ram, 200gb drive with ability to expand if needed*)
- Three (3) network ports clearly labeled "Provider AES" on the local 172.18.04.xx network switch.
- Network connectivity is tested and verified on the 172.18.04.xx Admin. Network
- One (1) 172.18.04.xx IP Address is assigned for AES (Aircraft Emergency System) Alerting Server
- One (1) 172.18.04.xx IP Addresses is assigned for VoIP (Voice over IP) Crash Phone Server (Application requires a physical server)
- One (1) 172.18.04.xx IP Addresses is assigned for the Provider Monitoring Workstation (Application requires a physical server)
- Power – a power source is available for all equipment as listed below.
- AES Server requires 2-3-prong, 110 AC electrical outlets.
- VOIP Phone Server requires 1-3-prong, 110 AC electrical outlets.
- The Provider Monitoring workstation requires 1-3-prong, 110 AC electrical outlets.

The pre-installation requirements the Authority will meet for each location are detailed below.

#### **ARFF Station – AES Alerting Endpoints/VoIP Crash Phone**

- Power – Each Endpoint location requires 2-3-prong, 110 AC electrical outlets. The IP Crash Phone requires 1-POE Port on the local 172.18.04.xx network switch
- One (1) network port on the local 172.18.04.xx network switch for each AES Endpoint. Clearly labeled "Provider AES",
- Network connectivity is tested and verified on the 172.18.04.xx Admin. Network
- One (1) 172.18.04.xx IP Address is assigned for each AES Alerting Endpoint Computer (touch screen and non-touchscreen) (3-4 total TBD)
- One (1) 172. 18..04. xx IP Address is assigned for the VoIP Crash Phone (1 total)

#### **Dispatch – AES Alerting Client/VoIP Crash Phones**

- Power – Each AES Alerting Client location requires 2-3-prong, 110 AC electrical outlets. Each IP Crash Phone requires 1-POE ethernet RJ-45 jack on the local 172.18.04.xx network switch. The jack should be clearly labeled "Provider AES,"
- Local Network Connection – Each AES Alerting Client location requires 1-RJ-45 Jack. Clearly labeled "Provider AES,"
- Admin. Network Connection – This location must be configured to communicate on the 172.18.04.xx subnet.
- Network Connections – Clearly labeled "Provider AES." Three (3)-Local connections from the Dispatch floor to the network switch and 1-Fiber Backbone connection to the 172.18.04.xx Admin Network.
- One (1) 172.18.04.xx IP Address is assigned for each AES Alerting Client (1 total)
- One (1)172.18.04.xx IP Address is assigned for each VoIP Crash Phone (2 total)

#### **ATCT/TRECON- AES Alerting Client/VoIP Crash Phones**

- Power – Each AES Alerting Client location requires 2-3-prong, 110 AC electrical outlets. Each IP Crash Phone will receive power from a Provider supplied Cisco C1000 POE switch,
- Network Connections – Clearly labeled "Provider AES."
- ATCT – One (1) Fiber connection to the 172.18.04.xx Admin. Network. This jack should be no further than 25' from the installation location of the AES Alerting Client and Crash Phone,
- TRACON – One (1) Fiber connection to the 172.18.04.xx Admin. Network. This jack should be no



further than 25' from the installation location of the AES Alerting Client and Crash Phone,

- 1 – 172.18.04.xx IP Address for each AES Alerting Client (2 total)
- 1 – 172.18.04.xx IP Address for the VoIP Crash Phones (2 total)

**MAINTENANCE AND SUPPORT:** - Provider will provide comprehensive turnkey maintenance and support services for the newly installed First-In Fire Alerting Aircraft Emergency System, ensuring all components are operating at peak performance in accordance with factory specifications in effect at the time the equipment was purchased. Upon execution of the final system acceptance certificate by the Authority, the maintenance and support services to be provided under this agreement as detailed in Exhibit E.

**PROJECT SCHEDULE:**

Notice to Proceed. Provider will commence services upon receipt of an executed Task Authorization which will serve as the written Notice to Proceed. No services will commence until Authority issues a fully executed Task Authorization. The timeline for completion of the project, including completion of punch list items, to the satisfaction of the Authority is ninety (90) days upon receipt of all programming information. Factors that may expedite or delay this schedule include: each party completing their respective tasks, the technical assistance or items provided by Authority's third parties and successful completion of a project milestone.

**Provider TO PROVIDE:**

1. Installation of the Deliverables includes installation and testing of the new station cabling.
2. Conduct on-site acceptance testing as listed in Exhibit C.
3. A Provider Representative at the conclusion of the installation to certify the installation and provide operator training. Operating training will take place during a single mobilization at the conclusion of station installation and consist of one (1) class per fire station.
4. Project management and coordination with Authority technical staff on system configuration.
5. A one (1) year warranty per Exhibit B. The warranty and technical support period commence upon completion of the Final Acceptance Testing Plan.
6. As-built drawings depicting the Provider equipment in the fire station(s).

**AUTHORITY TO PROVIDE:**

1. Complete and return to Provider Aircraft Emergency Display Options documents and provide written approval of a completed Voice Track Configuration Sheet thirty (30) days prior to scheduled equipment shipment. Project completion is dependent upon the timely receipt of completed ZIRDs (Zone, Incident, Response, and District level announcements) and Pre-Alert Tones.
2. Vendor and application support accounts must be requested by the Provider's account representative. Support personnel must read, acknowledge and follow the IT-3rd-Party-Remote-Access-Policy. Accounts are disabled by default and opened only for valid, active work requests. Requests to enable accounts must be directed to the Authority's IT Service Desk at 239-590-4546. Support personnel must have an active incident or change request and provide a time estimate to resolve the incident or change request to the Authority's IT Service Desk. Accounts will be disabled by the Authority upon completion of active work requests.

3. Removal or disposal of any existing equipment.
4. Rough-in of boxes and any conduit required by the electrical code or Authority.
5. Confirmation that all rough-in is complete prior to scheduling installation of the System.
6. Existing amplifier or speaker troubleshooting, repair or replacement.
7. Locked storage for the equipment. The Authority will bear the risk of loss on the equipment once it has been delivered to the Authority or has been permanently affixed to the fire station. The Authority's Project Manager will inspect the equipment as each Station's equipment is delivered and will execute the Delivery Verification Form in Exhibit A-1. Provider will be responsible for coordinating replacement of any damaged items received at the Authority and all associated costs.
8. Updates and patches are managed via Port Authority Change Control process. Provider will need to coordinate with Port Authority authorized staff to be included in change management meetings.
9. Provide a minimum of five (5) business day notice to the Provider Project Manager or Provider's Installation Company should the Authority need to postpone the scheduled installation or any project-related visits
10. Authority will install the Radio Interface Controller (Lite) with 1 Keypad for AES and provide the radio equipment necessary for integration. The installed radio equipment includes, but is not limited to, a properly operating radio, installed outside antenna and feedline, and a lightning arrestor with a five-ohm earth ground circuit connected to the radio antenna lightning suppressing circuit. The radio must produce an acceptable level of signaling, as well as an acceptable level of Dispatch voice audio. An acceptable level of signaling shall be a fixed line level output of 500 millivolts peak-to-peak of Dispatch audio and alerting data (e.g. DTMF, P25, Digital, 2-tone sequential, etc.).
11. Technical assistance on integration with the Authority's equipment to be integrated with the alerting system and associated with fire station alerting (e.g. radio, network equipment) must be scheduled a minimum of seven (7) business days in advance of proposed installation date and coordinated with the Authority Project Manager.
12. An Authority provided analog paging port to the station's phone switch which will interface with the Telephone Interface Module to provide in-house/intercom paging over the newly installed System speakers. If the station has VoIP telephone system, the Authority shall provide a managed Cisco analog Gateway to support analog telephone capability to include Caller Party Control and assign an extension for in-house paging.

**DEPENDENCIES AND ASSUMPTIONS:**

1. The number of contact closures in a Control Remote will not exceed eight (8). Stations requiring more zones or contact closures will require an additional Control Remote. There is no physical limit to the number of Control Remotes that can be installed in a station. Authority will coordinate in-house electrical requirements if required.
2. Changes to Alerting Equipment Tone, Voice or Programming Changes: Any changes in the wording or tones of the voice announcements or reprogramming will be performed by the Provider during the installation phase of the project and become part of the Final System Acceptance.
3. If during the installation process, Provider suspects or encounters asbestos or other hazards, Provider will inform the Authority. Provider will use best efforts to utilize alternate installation methods but will not drill any holes or disturb the asbestos in the related area. Provider shall have no liability to the Authority, its employees or to any other persons for any asbestos related claims, including, without limitation, removal or cleanup costs, loss of use, lost profits or personal injury or property damages.
4. Provider will use best efforts to conceal all wiring. However, due to station construction or other installation limitations (i.e. the possibility of asbestos, inaccessibility), certain cables and raceway may need to be surface-mounted or devices relocated to a more practical location. Provider understands that the term "optimal" is subjective. Although Provider will attempt to place the equipment in the Authority's desired locations, Provider reserves the right to place the equipment in the safest and most beneficial location for system performance.
5. Provider will work with the Authority Project Manager to address any issue affecting the installation such as corrections or repairs, discrepancies regarding the placement, mounting methods or other installation matters to the satisfaction of the Authority.

**EXCLUSIONS:**

Unless specifically stated otherwise, the following items are excluded from the goods and services to be provided by Provider:

1. Spare/loaner equipment unless an on-site warranty is purchased.
2. Provider does not warranty equipment provided under this Statement of Work should a party other than Provider or Provider's installation subcontractor or Provider trained installer install or integrate any non-Provider equipment into the alerting or dispatch systems. An exception to this is the CAD interface and Authority's radio system.
3. Provider and/or any Provider-supplied equipment will not make a recommendation as to which apparatus or personnel are assigned to an emergency call. Rather, Dispatch personnel, the CAD and/or any other Authority mechanism are responsible for equipment and personnel assignment.
4. The Authority will be notified of any non-functioning Authority equipment. Provider's proposal does not include repair or replacement of any Authority-owned systems. If a station's public address, lighting, or any other existing systems to be tied into the alerting system are not functioning properly, the Authority will need to repair those items.
5. Provider's pricing does not include any new circuits, breakers or upgrades to the electrical system or wiring to the emergency panel or generator.

6. Aesthetic restoration of installation areas (e.g. color/texture matching), of ceilings, walls, or conduit runs must be approved by the Authority Project Manager.
7. All General Conditions referenced in the Participating Addendum will apply to this project. Provider acknowledges that this is a turnkey project and is required to fully know/understand site conditions. No additional compensation will be authorized for tasks not identified by the provider prior to the Authority's Notice to Proceed.

## Compensation and Milestone Payment Schedule:

The total project cost is a NTE amount and the below table defines line item components to be provided under this Task Authorization for a complete system.

Product ID	Product	QTY	Price	Sub Total
AES-EPNTS-55	First-In AES Endpoint Non-Touch Screen System with 55" Monitor	1.00	\$5,235.00	\$5,235.00
AES-SP-01	Aircraft Emergency SP Phone	5.00	\$1,985.00	\$9,925.00
AESTPC-02	Aircraft Emergency Phone Controller	1.00	\$14,995.00	\$14,995.00
FIAP-AES-CORE	First-In AES Core Software	1.00	\$31,950.00	\$31,950.00
FIAP-AES-EP-SYS	First-In AES Endpoint Touch Screen System	7.00	\$9,850.00	\$68,950.00
FIAP-AES-TWR-SYS-DM	First-In AES Alerting Tower Touch Screen System Dual Mode Operation	3.00	\$13,225.00	\$39,675.00
FIAP-CORE-SVR-SD	First-In Alerting Platform Standard Server	1.00	\$3,775.87	\$3,775.87
FIAP-ISS	FIAP Information System Software	1.00	\$6,151.25	\$6,151.25
FIN-Eth-T10	Ethernet Data Activated First-In Type 10 MCU	2.00	\$9,021.15	\$18,042.30
FIN-MCU-UPGRADE-CR	First-In MCU Upgrade Credit	(2.00)	\$1,585.00	(\$3,170.00)
FRIC-LT-AES	Radio Interface Controller (Lite) with 1 Keypad for AES	1.00	\$9,985.00	\$9,985.00
SPC1000	On-line UPS	17.00	\$932.99	\$15,860.83
SVC-LIFT-FEE	Lift Service Fee	2.00	\$1,500.00	\$3,000.00
	8 Port PoE Network Switch with Fiber Module - Cisco C1000	2.00	\$735.00	\$1,470.00
	64 Zone Code Upgrade (136 Devices)	136.00	\$300.00	\$40,800.00
	Misc. Cable Plant Work	24.00	\$185.00	\$4,440.00
Equipment Total:				\$271,085.25
Install Supplies				\$1,165.00
Total Tax ( %)				\$0.00
Shipping and Handling				\$4,184.74
FIAP Install, Commissioning, and Testing				\$34,965.00
FIAP Training				\$4,440.00
One Year Toll Free Technical Support				\$24,080.34
Project Coordination				\$3,145.00
Permitting and Bonding				\$17,265.77
Special Engineering Services				\$2,250.00
<b>Total Amount</b>				<b>\$362,581.10</b>

Total compensation to the Provider for this Task Authorization will not exceed \$362,581.10. The following milestone payments will be made:

1) Pre Production/Contract Signature	30%	\$108,774.33
2) Due Upon Delivery (Exhibit A-1)	30%	\$108,774.33
3) Due Upon Installation (Exhibit A-2)	30%	\$108,774.33
4) Due Upon Final Acceptance (Exhibit D) and receipt of acceptable As-Built drawings	10%	\$ 36,258.11

DocuSigned by:

*Dawn Mathney*

EB8E1A1E40794EA

By: \_\_\_\_\_

Westnet, LLC

12/8/2023

Date: \_\_\_\_\_

By: \_\_\_\_\_

Lee County Port Authority

Date: \_\_\_\_\_

**EXHIBIT A-1**

**DELIVERY VERIFICATION FORM\***

**First-In Fire Station Alerting Equipment**

The signature below serves as verification that the boxes with equipment listed for Station \_\_\_\_\_ in Exhibit C were delivered with no apparent damage.

\_\_\_\_\_  
Authority Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

(For partial deliveries, the following form shall be used.)

The signature below serves as verification that the following boxes with equipment listed for Station \_\_\_\_\_ in Exhibit C were delivered with apparent damage:

1. \_\_\_\_\_

3. \_\_\_\_\_

2. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_  
Authority Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**\* Print and execute one copy of this form for each station.**

## **EXHIBIT A-2**

### **INSTALLATION VERIFICATION FORM\***

Station Name: \_\_\_\_\_

Station Number: \_\_\_\_\_

The signature below serves as verification that the Fire Station Alerting Equipment enumerated in the Task Authorization has been installed to the satisfaction of the Authority and functions properly in the **System Test Mode**. All punch-list items will be resolved prior to final System Acceptance.

☐ A check in this box means that no equipment changes were made, and that the only equipment installed at the Fire Station is the equipment listed in the Task Authorization.

☐ A check in this box means the following mutually agreed upon changes as referenced in the approved Task Authorization Amendment have been installed.

1. \_\_\_\_\_

6. \_\_\_\_\_

2. \_\_\_\_\_

7. \_\_\_\_\_

3. \_\_\_\_\_

8. \_\_\_\_\_

4. \_\_\_\_\_

9. \_\_\_\_\_

5. \_\_\_\_\_

10. \_\_\_\_\_

\_\_\_\_\_  
Authority Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**\*Print and execute one copy of this form for each station.**



## **EXHIBIT B**

### **Provider, LLC. STANDARD LIMITED WARRANTY**

Provider, LLC. ("Provider") is providing its Standard Limited Warranty ("Limited Warranty") covering the First-In™ products, parts, components, software and systems purchased by Authority (collectively, the "Product"). If Provider, or an authorized Provider subcontractor performs the installation, such installation service will be deemed to be part of the Product for purposes of this Limited Warranty.

**Warranty Commencement Date:** When Provider, or an authorized Provider subcontractor, installs the Product, this Warranty shall commence upon the Authority's final acceptance of the project. This Limited Warranty will not restart if Provider repairs or replaces the Product; only the time remaining under warranty will apply to the repaired or replaced Product.

**Scope of Warranty:** Provider warrants exclusively to Authority that the Product will be free from defects in material and workmanship for a period of one (1) year from the Warranty Commencement Date. Provider will perform all warranty work at its service location only, unless Provider agrees, in its sole discretion, to perform at Authority's location. Authority's exclusive remedy for any breach of this Limited Warranty will be either (1) the repair or replacement, at Provider's option, of the non-conforming Product, or (2) at Provider's sole discretion, reimburse Authority the purchase price paid by Authority for the Product, provided Authority has returned the Product to Provider. Repairs may be made with either new or reconditioned components and will be shipped to Authority at the expense of Provider. Any replaced Product becomes the property of Provider.

**Limitations/Exclusions:** This Limited Warranty applies only if Provider confirms that the alleged defect or non-conformance exists and was not caused by Authority's or any third person's misuse, negligence, improper installation or testing, or unauthorized attempts to open, repair or modify the Product, or by accident, fire, water, lightning, power cuts or outages, power or telephone line transients, viruses, other hazards, or acts of God, or by any other cause beyond the range of intended use in accordance with the Product's normal usage and Provider's published instructions. ***This Limited Warranty does not cover the following:*** (1) Any parts and cabling used in the installation of a Product unless Provider or an authorized Provider subcontractor (and not Authority or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Authority, including cracks or scratches on the LCD or outside casing, (3) When the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Provider determines there is no fault with the Product itself, (4) Any defect or malfunction of the Product due to any communications software or device Authority may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection ***unless*** a Claim is made in writing to Provider within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND Provider'S STATUTORY WARRANTY OF GOOD TITLE, Provider MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS.** NO EMPLOYEE, AGENT OR REPRESENTATIVE OF Provider IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF Provider RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. Provider NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.

**Warranty Claims:** In order to make a Claim under this Limited Warranty, Authority must first notify Provider in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent to:

**Provider, Attention Warranty Department, 15542 Chemical Lane, Huntington Beach, California 92649**

or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500**.

Upon receipt of written notice, Provider will first, at its option and expense, inspect the Product in its installed location. Unless otherwise waived by Provider in writing, Authority must return the alleged non-conforming Product to Provider's designated service center. Authority shall be responsible for all expenses associated with the transportation to/from Provider's designated service center. Provider shall not be liable for any damage incurred in the transportation of Product to Provider's designated service center.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL Provider, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE TO Authority OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL) COST OF CAPITOL OR COST OF COVER ARISING OUT OF OR RELATING TO Authority'S SELECTION, ORDERING, DELIVERY, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCT, EVEN IF Provider HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**AGGREGATE LIABILITY:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF Provider, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS, ARISING FROM, RELATING TO, OR CONNECTED WITH THE PRODUCT, EXCEED **THE PURCHASE PRICE OF THE PRODUCT**. IT IS INTENDED THAT THIS LIMITATION WILL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION, EXCEPT FOR THAT PROVIDED FOR IN THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN, HOWEVER ALLEGED OR ARISING.

**INFRINGEMENT.** Provider agrees to defend Authority and to pay (1) any damages award issued by a court of competent jurisdiction against Authority, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Authority) as a result of any action brought against Authority, if and to the extent the action is based on a valid claim that any Product purchased by Authority under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Provider will not have liability (but excluding any lost revenues, lost profits or other consequential economic damages of Provider) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Provider's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Provider; (d) Provider's compliance with Authority's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Provider to avoid infringement. Provider's obligations under this paragraph will be conditioned upon Authority promptly notifying Provider in writing of the existence of any such claim, giving Provider full authority to conduct the defense and settlement of the claim, at Provider's expense and with counsel of Provider's selection, and cooperating fully with Provider and such counsel.

This Limited Warranty will be governed by the laws of the State of Florida, U.S.A., excluding their conflicts of laws principles. The United Nations Convention of Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

## **EXHIBIT C**

### **ACCEPTANCE TEST PLAN**

**OBJECTIVE:** The purpose of completing this Acceptance Test Plan is to achieve "System Acceptance" by demonstrating to the Authority that the installed fire station alerting system ("System") equipment is operational and properly performs the function specified herein. Upon successful execution of this ATP, the System will have achieved "System Acceptance". Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed upon schedule. In the event that a part of the System does not pass the ATP, the System will be re-tested when Provider and Authority Project Manager determines that a corrective action has been taken to ensure proper operation. Final System Acceptance will occur after System Acceptance and when all deliverables, including punch list items, and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the Final System Acceptance Certificate.

**SCOPE:** The scope of this ATP is limited to the System supplied by Provider, LLC. It does not include any other equipment or systems upon which the alerting system, once in use, relies for proper activation and function (i.e. the Authority's CAD, radio, network and/or electrical systems). The failure or unavailability of these other systems during the ATP shall not affect the outcome of this ATP, nor shall it affect the System Acceptance and subsequent Final System Acceptance of the System.

**TEST SCHEDULE:** Provider and the Authority will conduct the ATP at a mutually agreed-upon time and date once Provider informs the Authority that the System is ready for acceptance testing, which is expected to occur within the 90 day time frame for completion of the project.

**FIRE STATION METHODOLOGY:** The ATP will test devices that, operationally, are activated by Dispatch, as well as devices that are not activated by Dispatch, but rather the fire station crew.

1. Data / Network Activation Operation - This section tests/simulates a test of a network-based alert of the station from Dispatch. Data sequences assigned to the fire station zones shall be applied to the Ethernet port of the Master Control Unit using the Alerting Platform or a computer equipped with the First-In API. The alerting response from the alerting system shall announce the specific unit(s) associated with the alerted and audio distribution shall activate all areas associated with the zone alerted. Once the zone is activated, the pre-announcement will announce the units alerted, nature of the call, and other preannouncement information detailed in the ZIR signoff sheet. After the preannouncement is complete, the dispatch audio will be heard throughout the station speakers.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

2. Radio Activation Operation – This section tests a radio-activated alert of the station from Dispatch, more specifically the Radio Interface Controller (RIC)'s activation of a station's Master Control Unit (MCU). This test will utilize First-In RIC's alert signaling on the Authority's radio system

- A. Test of All-Call. This test will activate the "All-Call" zone in every station. Successful performance of this test requires All-Call activation from the Alerting Platform User Application, as well as All-Call activation from the manual RIC keypad. Once the zone is activated, the pre-announcement will announce the All-Call message and the dispatch audio is heard throughout the station speakers .

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

- B. Test of Specific Zones in a Designated Station. This test will activate a specific zone (i.e. Engine) in a Designated Station. Step 1 of this test requires the proper station to be activated both from the Alerting Platform User Application, as well as the manual RIC keypad. Step 2 of this test requires that the specific zone selected be activated. Once the zone is activated, the pre-announcement will announce unit(s) assigned to the call and the dispatch audio is heard throughout the station speakers.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

3. Turnout Timer Operation - This section tests the activation of the Turnout Timer(s). Upon activation of the Master Control Unit, the Timer(s) will begin to count up on a per-second basis. The Timer(s) will continue to count up and will automatically shut down when the Master Control Unit send the shutdown command to the station.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

4. Automatic Backup Alerting - This section tests the automatic failover from the IP system to the RIC for a radio based alert. The RIC shall automatically be activated from the First-In Alerting Platform (FiAP) as soon as the FiAP detects that the primary alert was not successful. Without any action required on the part of the dispatcher, the RIC will send the alert to the proper station and units assigned to the call.

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

5. Manual Backup Alerting - Using the manual keypad of the RIC, the Authority selects the station and units to activate in the selected fire station. The station MCU activates the appropriate station and unit(s).

<input type="checkbox"/>	Pass
<input type="checkbox"/>	N/A
<input type="checkbox"/>	Fail

Notes:

\_\_\_\_\_  
Authority Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**EXHIBIT D**

**FINAL SYSTEM ACCEPTANCE CERTIFICATE**

The signature below serves as verification that the System has passed the System Acceptance Test Plan and that all deliverables and work, including punch list and receipt of As-Built to the satisfaction of the Authority have been completed.

\_\_\_\_\_  
Authority Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

## **EXHIBIT E**

### **MAINTENANCE AND SUPPORT**

#### **1. SCOPE OF SERVICES**

Provider will provide comprehensive turnkey maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance in accordance with factory specifications in effect at the time the equipment was purchased. Upon execution of the final system acceptance certificate by the Authority, the maintenance and support services to be provided under this agreement will include the following:

- One year, 24/7 toll-free technical support
- Repair and/or replacement of malfunctioning units (except UPS)
- Spare equipment delivered the next business day (and Saturdays where available)
- Remote diagnostic analysis and uploads, standard release software upgrades

#### **2. RESPONSE TIMES**

Response times are determined in accordance with the Priority Level and Descriptions set forth in the following table. The response time shall commence from the time the Authority requests service or notifies Provider of problems with the System by contacting Provider's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access). On-site times are calculated after remote attempts to correct the issue are deemed unsuccessful or unavailable by Provider. Lack of or unavailability of an Authority-supplied VPN connection to any station or the dispatch center shall be considered the Authority's waiver of any response time obligation for that particular issue.

**Provider Technical Support: (800) 807-1700**  
**Office Hours: 8:00 – 5:00 PST, Monday – Friday**

<b>Priority Levels</b>	<b>Hours / Days</b>	<b>Description</b>
1	24/7/365 Including Holidays  3-6 Hour Response	<p>This priority level represents a significant issue that results in the inability to use the dispatching and/or alerting systems.</p> <ul style="list-style-type: none"><li>• Any reported trouble with Provider-supplied Dispatch (System) Project Equipment.</li><li>• Station reports that it is not receiving any form of an alert or there is no audio in any areas of the fire station.</li><li>• Other failures that render the fire station MCU and more than five audio transmitting devices unusable.</li></ul>
2	8:00 – 5:00 PST, Monday – Friday  2-Business-D ay Response	<p>This priority level represents a moderate issue that restricts normal use of the dispatching and/or alerting systems.</p> <ul style="list-style-type: none"><li>• Any non-essential Dispatch Project or Fire Station device reported inoperable.</li><li>• Reports of receiving other stations' or companies' alerts.</li><li>• Requests to increase fire station volume levels within fire department-approved parameters.</li></ul>

3	8:00 – 5:00 PST, Monday – Friday  3-Business-D ay Response	<p>This priority level represents minor or non-emergency issues that do not restrict normal use of the dispatching and/or station alerting systems.</p> <ul style="list-style-type: none"> <li>• Requests to decrease volume levels within fire department-approved Parameters.</li> <li>• Add additional equipment, request programming, or voice-chip changes</li> <li>• Requests for additional training.</li> <li>• Other non mission-critical matters in the dispatch centers or fire stations.</li> </ul>
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### 3. Provider’S RESPONSIBILITIES

Provider shall:

- A. Provide Provider-owned spare equipment while a System component is returned to Provider for repair or replacement.
  1. Any Provider-owned spare equipment parts provided under this Agreement are the property of Provider. Any damage to Provider’s spare equipment parts due to the negligence of the Authority is not covered under this Scope of Services and the Authority shall pay for the repair or replacement of the spare equipment parts in accordance with the Compensation Schedule set forth in the Participating Addendum.
  2. Provider may service replaceable parts, by way of new or remanufactured replacement parts to Authority on an exchange basis. Upon receipt by the Authority of the replacement part, the original part becomes the property of Provider, and shall be returned by Authority to Provider. The Authority shall pay Provider the full retail value of the replacement part if Provider provides notice to the Authority to return the original part and Provider does not receive the original part within thirty (30) days after replacement part installation.

### 4. AUTHORITY RESPONSIBILITIES

The Authority shall at all times or upon request:

- A. Make no modifications to the System without obtaining approval from Provider in writing.
- B. Notify Provider of any problems with the System by calling the Provider Systems Group at 1-800-807-1700 (Provider’s call center).
- C. Provide and maintain an operating 24/7 VPN with IP access to the stations for the duration of the Agreement. The VPN shall allow Provider to connect to all fire stations that are equipped with the First-In Fire Station Alerting (First-In) equipment. The VPN must be operating and the Authority must allow Provider to test the VPN prior to the commencement of this Agreement.
- D. Vendor and application support accounts must be requested by the account representative. Support personnel must read, acknowledge and follow the IT-3rd-Party-Remote-Access-Policy. Accounts are disabled by default and opened only for valid, active work requests Requests to enable accounts should be directed to the IT Service Desk at 239-590-4546 Support personnel must have an active incident or change request and provide a time estimate to resolve the incident or change request to the IT Service Desk. Accounts will be disabled upon completion of active work requests.
- E. Provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the Authority will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station

equipment.

- F. Provide the name, 24-hour telephone number and position of the Authority's representative to contact about each station's radio communication, public address, CAD, and network equipment.
- G. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.
- H. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- I. Ensure that the MCU at each station is at all times plugged into the Provider supplied on-line full time UPS.
- J. Ensure that the MCU at each station is at all times plugged into the First-In Radio Isolation Unit. Provider will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.
- K. Ensure that the radio antenna and lightning arrestor is installed and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.