

**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 Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Vendor will pay an administrative fee to Sourcwell 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcewell 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 Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell 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 Sourcewell 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

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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.

Sourcewell

Westnet Incorporated

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

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

Approved:

DocuSigned by:
[Signature]
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

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

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>

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.

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.

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.

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 & 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.

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.

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.

8 What are your company's expectations in the event of an award?

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.

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 Sourcewell 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 tradeshows 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 tradeshows. 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 & Contracts. Westnet can steer potential clients to the Sourcewell website to acquire information regarding Products & 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 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.	<p>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.</p> <p>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.</p> <p>Westnet will process dealer network orders for Sourcewell participating entity purchase orders.</p>	*
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 Sourcecell 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.

Satellite Controller/Satellite (SC/S) Satellite

Controllers are installed throughout the fire station, providing a visual and audible notification of the call. For each call, the Satellite Controller emits pre-announcement audio and activates a company-specific colored light indicator. For example, when an alert comes in for paramedics, the Satellite Controller pre-announces, "Medic Response" and the blue light indicator activates, visually signaling a Medic Response. With a simple glance at the Satellite 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 Satellite 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 Satellite 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 Satellite Controller without the cost associated with the Smart Station Control functions that the Satellite 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>Acknowledgement Switch</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>Doorbell</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>Alert System Test Switch</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>Emergency Switch</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>Reset Switch</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>Illuminated Speakers, Smart Amplifier</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	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Westnet's main category is fire station alerting. A subcategory would be public safety software.</p>

*

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
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	<input checked="" type="checkbox"/>	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	<input checked="" type="checkbox"/>	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	<input checked="" type="checkbox"/>	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	<input checked="" type="checkbox"/>	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	<input checked="" type="checkbox"/>	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	<input checked="" type="checkbox"/>	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT # 042021-WNT**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Westnet Incorporated, now known as Westnet, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Safety Communications Technology and Hardware Solutions to Sourcewell and its Participating Entities, effective June 28, 2021, through June 23, 2025 (Contract).

Westnet Incorporated has changed its name to "Westnet, LLC." As of the date of this Amendment, all references to "Westnet Incorporated" in Contract # 042021-WNT will be replaced with "Westnet, LLC."

Except as amended, the Contract remains in full force and effect.

Sourcewell

Westnet Incorporated

DocuSigned by:

B _____
JC C0FD2A139D06489... Procurement Officer

DocuSigned by:


Date: 1/18/2024 | 12:22 PM CST

Title: President

Date: 1/18/2024 | 11:54 AM CST