

MASTER AGREEMENT # 020625 CATEGORY: Public Safety Communications Technology and Hardware Solutions SUPPLIER: Westnet LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Westnet LLC, 15542 Chemical Lane, Huntington Beach, CA 92649 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) Participating Entity Access. Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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- Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.
- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 24, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
 - 1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:

Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by Public Safety agencies, such as:

- a. In-station Public Safety alerting or paging systems;
- b. Dispatch/control room consoles and associated integrated communications equipment;
- c. Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems;
- d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
 - i. Satellite communications equipment;
 - ii. Portable and deployable wireless hubs, routers, and networks;
 - iii. Mesh networks and mesh radios;
 - iv. Land mobile/broadband radios;
 - v. Push to talk over Cellular (PoC) handsets; and,
 - vi. High Power User Equipment (HPUE) for LTE; and,
- e. Airborne, marine, and underwater communication systems.
- 2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. e. above.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) Open Market. Supplier's open market pricing process is included within its Proposal.

12) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.
- ii) 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. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) 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, 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 Agreement. Supplier certifies that during the term of an award for all

Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- iv) 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- v) 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **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. Supplier 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.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.
- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) 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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) Authorized Sellers. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) Authorized Representative. Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

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- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) Fee Remittance. Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) Assignment, Transfer, and Administrative Changes. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

- a) **During the term of this Agreement:**
 - i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
 - a) Commercial General Liability Insurance. Supplier 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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) Certificates of Insurance. Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

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- authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) Shipping, Delivery, Acceptance, Rejection, and Warranty. Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) Additional Terms and Conditions Permitted. Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

Jeveny Schwartz

COFD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: _____

Westnet LLC

C48E1D3A67E84F7..

David Nokes

Title: CEO

Date: ______ 6:17 PM CDT

v052824

RFP 020625 - 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:

Address:

Westnet, LLC.

15542 Chemical Lane

Huntington Beach, CA 92649

Contact: David Nokes

Email: david.nokes@westnetpublicsafety.com

Phone: 360-920-6482
Fax: 714-901-5610
HST#: 33-0864822

Submission Details

Created On: Tuesday January 07, 2025 13:34:08
Submitted On: Thursday February 06, 2025 11:11:18

Submitted By: Julie Desmarais

Email: julie.desmarais@westnetpublicsafety.com
Transaction #: 9e01290b-21b5-492f-8300-0f0da71d9ba1

Submitter's IP Address: 147.243.188.232

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
	Provide the legal name of the Proposer authorized to submit this Proposal.	Westnet, LLC
	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Westnet, LLC has no other entities, subsidiaries, or DBAs
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 1DZD8 Unique Entity ID: GYNAMAV5MHM3
5	Provide your NAICS code applicable to Solutions proposed.	334290 - Manufacturing for fire alerting systems
6	Proposer Physical Address:	15542 Chemical Lane, Huntington Beach, CA 92649
7	Proposer website address (or addresses):	www.westnetpublicsafety.com
	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):	David Nokes CEO 15542 Chemical Lane, Huntington Beach, CA 92649 David.Nokes@westnetpublicsafety.com 360-920-6482
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Julie Desmarais Technical Sales 15542 Chemical Lane, Huntington Beach, CA 92649 Julie@westnetpublicsafety.com 562-370-0728
	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.

Westnet, LLC is a state-of-the-art communications company headquartered in Huntington Beach, California with an East Coast Division facility in Prince William County, Virginia and a local office in Hialeah Gardens, Florida. Founded in 1975 as a provider of RF based communications systems, Westnet, LLC has 50 years of experience in public safety and remains the standard bearer for quality RF and public safety notification systems throughout the country. In 1993 Westnet installed the first completely designed, purpose-built Fire Station Alerting System in the City of Huntington Beach, California and it is still alerting firefighters today. Since then, Westnet has continued to innovate and advance our technology to include communications and alerting solutions for dispatch centers and airports, and has received national recognition for reducing response times as well as two prestigious U.S. Air Force Best Practices Awards for bringing 21st Century Emergency Dispatching to Fire Emergency Services. Our alerting systems are now implemented at hundreds of fire departments, dispatch centers, airports, and Department of Defense military bases across the U.S. and internationally, including successfully supporting the Sourcewell - US Army agreement (September 2023) by being the first active supplier for an IMCOM purchase of fire station alerting at Ft. Campbell, home of the 101st Airborne Division.

The largest part of Westnet's 50 years of business experience has been in the field of public safety and first responder communications solutions. As the exclusive manufacturer of the First-In Fire Station Alerting System, First-In Alerting Platform, Aircraft Emergency System, and First-In Mobile Application (collectively "First-In Alerting Systems"), Westnet continues to provide a comprehensive suite of alerting solutions that serve millions of citizens, both nationally and internationally.

Westnet's core competencies focus entirely on public safety communications with emphasis in fire station alerting systems, 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. We believe that Westnet's engineering, IT, manufacturing, installation, and project management teams will deliver Sourcewell member agencies the alerting solution that best fits their needs. Alerting Systems are not a part of our company, it is everything.

Other vendors provide alerting as part of a bigger company that focuses on non-public safety offerings. Fire station alerting, dispatch notifications and related communications are our sole focus every day, all day. 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 is continuously in active development on improvements to our existing products as well as new product development to further expand our capabilities in many areas including mobile applications, integrations, and data analytics. Our development is always in pursuit of solving real-world problems and maintaining a system architecture that is built to support future evolutionary expansion. Westnet's continuous improvement of alerting and communications systems is fueled by the four pillars of our corporate commitment to Systems, Software, Service, and Strategy, and our innovation in these areas has resulted in products that reduce response times, reduce the physical and mental stress of first responders, dispatchers, and emergency airport personnel, and support our customers in their efforts to reduce loss of life and property in their communities. Westnet is proud of this work and is excited to offer our innovative solutions and services to Sourcewell member agencies should we be granted an award under this solicitation.

12	What are your company's expectations in the event of an award?	Westnet was an award recipient of the Sourcewell Public Safety Communications Technology and Hardware Solutions RFP in 2021 and this contract runs through late June of this year. Our Sourcewell contract has been an integral asset of our organization and we strive to once again be awarded under this solicitation. Since the original award, Westnet has processed nearly \$10 Million in contracts through Sourcewell. If Westnet is an award recipient again, we would expect to continue to increase the number of Participating Entities we serve under the Master Agreement. In 2023 our sales volume under the Sourcewell contract was roughly \$2M. In 2024 that increased to \$5.4M, with another >\$10M in active quotes issued in 2024 (up from \$1.1M in 2023). In addition, we have recently expanded our customer base into Canada, and have dedicated resources to continue our growth in Canada.	*
		Building upon our past success, if awarded again we would work to further promote Sourcewell to the public safety community, the benefits of becoming a member, and the opportunity to purchase under the Sourcewell Master Agreement. Together we have advanced our mutual mission to help communities by putting critical technology into the hands of first responders more quickly, and increasing the safety of the communities they serve, and we would expect for this upward trend to continue year over year.	
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	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. However, as evidence of Westnet's financial strength, please see the attached "confidential" letters from our current bank and most recent former bank.	*
14	What is your US market share for the Solutions that you are proposing?	While we do not have an exact number of our market share, Westnet has been a technology provider in public safety for 50 years and the leading provider of the specific solutions we are proposing for over three decades. Our customer base has grown year over year, and includes some of the largest agencies in the market; including municipal, private, and Department of Defense fire/EMS agencies, dispatch centers, and airports.	*
15	What is your Canadian market share for the Solutions that you are proposing?	In recent months, Westnet has dedicated additional resources to expand our business into Canada and we have already established success in the Canadian market. In 2025 and beyond, Westnet is further increasing its sales, marketing, and installation services dedicated to growing our Canadian market share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Westnet has never filed for bankruptcy.	*
17	a manufacturer, a distributor/dealer/reseller, or	Westnet is best described as b) a sole source manufacturer. Our regionally-based sales team is located across the U.S. and are full-time employees of Westnet. We also work with Westnet-certified third-party installers located across the U.S. and Canada who install our equipment at customer sites. At times a select few of our installers also operate as resellers of our equipment and offer on-site support to our customers. However all equipment is manufactured, assembled, and ships from our headquarters location in Huntington Beach, California. We also have Westnet customer support offices located in Virginia and Florida to provide local and regional service support.	*
18	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.	Westnet holds state and local licenses to conduct business in all states. Westnet also holds a California Contractors License (#1115690, classification C-7) and our installers hold electrician licenses required to conduct Westnet equipment installation. Our installers specific to Department of Defense customers hold appropriate DoD clearances to complete work on base as well.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Westnet prides itself on being a good corporate citizen. In the five decades we have been in business, Westnet has never been suspended, debarred or had any other complaint against it that could lead to suspension or debarment.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Westnet has received national recognition for reducing response times as well as two prestigious U.S. Air Force Best Practices Awards for bringing 21st Century Emergency Dispatching to Fire Emergency Services, and a Fire Stations Alerting Systems award by the United States Marine Corps. Our alerting system has also contributed to many fire station design awards.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Westnet sells a significant portion of product to government agencies (98%). Over the last three years, 85% of Westnet's sales were direct to the governmental sector and 13% were to dealers or contractors who sold direct to the governmental sector and 2% were to privately held companies who perform fire responses. This high percentage also includes products and services sold to the US Department of Defense, including, successfully supporting the Sourcewell - US Army agreement (September 2023) by being the first active supplier for an IMCOM purchase of fire station alerting at Ft. Campbell, home of the 101st Airborne. In addition, Westnet supplies city and county agencies, and to construction contractors who are building new or remodeled fire stations for those same entities.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector is not typically a source of business for Westnet, unless a university (or other educational institution) would have dedicated fire/EMS services who would purchase our equipment through the university. Westnet is open to conducting business with educational institutions in this manner, but it is not a direct source of business for us.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	The sales volume under our current Sourcewell cooperative purchasing contract that resulted from the Public Safety Communications Technology and Hardware Solutions RFP in 2021 (contract #042021-WNT) was just under \$2M in in both 2022 and 2023, and \$5.4M in 2024. Additionally, Westnet has >\$10M in outstanding active quotes using our Sourcewell agreement as a purchasing vector. Westnet also holds a cooperative purchasing agreement under the Houston-Galvaston Area Council (HGAC). Our annual sales volume under this contract was \$5.5M in 2022, \$4.3M in 2023, and \$637k in 2024.	*
24	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 does not currently hold a GSA contract or SOSA.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fort Campbell Fire & Emergency Services Department (DoD)	Robert Coonce, Fire Chief	(270) 789-7171	*
CONFIRE 9-1-1	Dana J. DeAntonio, Automated Systems Analyst	(909) 645-7211	*
Southwest Florida International Airport (RSW)	David Childress, Program Manager at Lee County Port Authority	(239) 590-4743	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26		In the past year, Westnet has added regional sales representatives to our team in order to increase our national sales capacity. We now have salespeople located in Utah (1), southern California (1), Texas (1), and New Hampshire (1) that are positioned to support sales across the U.S. and Canada.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The vast majority of our sales are conducted by our full-time sales force, employed by Westnet. However, a select few of our installers are also authorized resellers of our equipment, adding to our sales capacity in Colorado and Canada. All product is shipped from our headquarters in California.
28	Service force.	The majority of customer service matters are resolved with remote access, however Westnet maintains a mobile service force both through employees and the installers we work with in order to provide on-site support when needed. We operate our customer support and maintenance services from our headquarters location in Huntington Beach, California (9 FTEs), and our regional support offices in Virginia (3 FTEs) and Florida (1 P/T). Additionally, the installers we work with are located in multiple states (CA, CO, TX, VA, MI, FL) and multiple provinces in Canada, and provide on-site service to our customers when needed.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sales & Design 1. Needs Assessment: Sales Representative conducts a needs assessment with the customer, gathering detailed information about their requirements.
	r repease and earlies.	Solution Design: Autocad Designer develops the proposed solution, based on dialog with Sales Representative and Sales Engineer.
		3. Design Review: Sales Representative presents the design to the customer and schedules a review meeting to discuss and refine the plan.
		4. Proposal & Quotation: Based on the finalized design, the Sales Representative creates a detailed proposal and quote for the customer. Customer Approval & Contracting
		5. Quote Approval: Customer reviews and approves the quote.
		6. Contract Review & Execution: Westnet provides the customer with a contract outlining project scope, terms, and conditions for approval.
		7. Order Confirmation: Upon contract approval, Westnet receives a Purchase Order or proceeds with the project based on the agreed-upon contract terms. - Milestone 1: Contract Signing is invoiced.
		Project Execution 8. Order Processing: The quote is converted into a formal order within the Westnet system.
		9. Project Management: A Project Manager is assigned to the project and contacts the customer to schedule project coordination. Sales engineer present to begin gathering necessary information for programming.
		10. Equipment Preparation: Equipment is pulled from inventory and prepared for programming by the production team.
		11. Equipment Shipping: Equipment is shipped to the customer site Milestone 2: Equipment & Shipping is invoiced.
		12. Installation Scheduling: Installation is scheduled with the customer.
		Installation Completion: Installation is completed at the customer site. Milestone 3: Installation is invoiced.
		14. Project Acceptance: Customer sign-off is received, confirming successful project completion. - Final Milestone: Project Completion is invoiced.

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 tech 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 8:00AM to 5:00PM Pacific, Monday-Friday.

Our team understands that a fire station never closes and that the dispatch center must be able to communicate with each station at all hours of the day. The advanced technology of Westnet's First-In Alerting Systems allow most maintenance and troubleshooting to be accomplished remotely, both by the department or our personnel, significantly reducing or eliminating the need and cost for on-site supervisory and dedicated technical support staff to support the proposed system.

The following provides a description of the priority levels and their respective hours/days, and a description of the service provided. For clients who are not under warranty, or who do not have a maintenance or support agreement, a method of payment will be required before services are rendered.

1. SCOPE OF SERVICES

Westnet will provide comprehensive turnkey maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance in accordance with factory specifications in effect at the time the equipment is purchased. The Services provided under this agreement include the following:

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

2. RESPONSE TIMES

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

Westnet priority level response is as follows:

Priority Level 1

24/7/365 Including Holidays / 3-6 Hour Respond

This priority level represents a significant issue that results in the inability to use the dispatching and/or alerting systems.

- Any reported trouble with Westnet-supplied Dispatch (System) Project Equipment.
- Station reports that it is not receiving any form of an alert or there is no audio in any areas of the fire station.
- Other failures that render the fire station MCU and more than five audio transmitting devices unusable.

Priority Level 2

8:00 - 5:00 PST, Monday - Friday / 2-Business-Day Response

This priority level represents a moderate issue that restricts normal use of the dispatching and/or alerting systems.

- Any non-essential Dispatch Project or Fire Station device reported inoperable.
- Reports of receiving other stations' or companies' alerts.
- Requests to increase fire station volume levels within fire department-approved parameters.

Priority Level 3

8:00 - 5:00 PST, Monday - Friday / 3-Business-Day Response

This priority level represents minor or non-emergency issues that do not restrict normal use of the dispatching and/or station alerting systems.

- Requests to decrease volume levels within fire department-approved Parameters.
- Add additional equipment, request programming, or voice-chip changes.
- · Requests for additional training.
- · Other non-mission-critical matters in the dispatch centers or fire stations.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Westnet is very motivated to provide our products and services to Sourcewell participating entities. Not only does the Sourcewell cooperative purchasing agreement save time and resources for both us and the customer, but it is also widely accepted due to its reputation as having a selective standard for its contract awardees. The Sourcewell Master Agreement has been a huge asset to our sales organization and we will gladly promote our participation under a new contract, should we be awarded.	
		We hope that the marked growth in our sales volume under the Sourcewell contract provides strong evidence of both our willingness and ability to market Sourcewell and provide our goods and services to Participating Entities. If awarded again, Westnet's ability to service Participating Entities will continue to expand. In addition to increasing our sales capacity as described in #26 above, Westnet has recently implemented many process efficiencies and additional staff to meet growing demand and increase customer satisfaction. These changes include implementing a new CRM system that has provided sales & marketing with more sophisticated tools for prospecting and planning, the adoption of Agile methodologies to streamline our production and development, adding a Service Operations Manager to improve our responsiveness to our customers, making changes to our manufacturing and parts procurement to fulfill inventory more efficiently, implementing an ERP system to improve our accounting and reporting capabilities, and implementing automation tools to reduce system configuration time. These improvements contribute to the robustness of our organization as a whole and to our ability to serve Sourcewell Participating Entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In recent months, Westnet has added a corporate initiative to expand our support of the public safety community to the Canadian market. To this end, we have expanded our sales team to include regional sales support for Canada. We have also established a relationship with a Canadian installer/reseller with locations across multiple provinces, and have already met with sales success in Canada. If awarded, Westnet would heavily promote the Master Agreement to current and future members of Sourcewell/Canoe Procurement Group of Canada. We have also already begun registering for first responder tradeshows in Canada for 2025, and Canada has been added to our Marketing Plan.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas of the U.S. or Canada that Westnet is unwilling to serve.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Westnet is not limited in the Participating Entity account types that we are willing and able to serve through an agreement. Our typical entity sectors include local and regional government and municipal entities, as well as Department of Defense and other public and non-profit entities. However, Westnet does not foresee any entity types to whom we would not grant full access.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Westnet does not have any requirements or restrictions that would apply to Sourcewell Participating Entities in Hawaii and Alaska and in U.S. Territories. We currently have customers located in Hawaii, Alaska, and Guam.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Westnet will extend terms of any awarded master agreement to nonprofit entities as allowable under the agreement.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see our Marketing Plan and samples/brochures in our uploaded documents as part of our response. Below is a description of our marketing strategy for promoting this opportunity. Marketing Strategy Westnet, LLC is committed to maximizing the benefits of our partnership with Sourcewell by implementing a comprehensive, collaborative, marketing strategy that raises awareness, drives engagement, and facilitates seamless procurement for Sourcewell members. Our approach integrates digital marketing, direct engagement, and internal resources to ensure widespread visibility and effective promotion of Sourcewell opportunities. This strategy includes applicable opportunities in the United States, as well as in Canada as we expand Westnet's suite of products to larger demographics. Below is an in-depth overview of our strategic marketing initiatives.
		Awareness Campaigns To enhance awareness and educate potential Sourcewell members on the advantages of leveraging cooperative purchasing, we will deploy targeted marketing efforts that include content marketing, social media engagement and email outreach. 1. Content Marketing

To reinforce awareness and establish Westnet as a trusted leader in alerting solutions, we will develop high-value content, including:

Blogs and/or Whitepapers: Informative content discussing industry trends, procurement best practices, and the advantages of Sourcewell purchasing.

Case Studies: Real-world examples of agencies that have improved efficiency and safety using Westnet products via Sourcewell.

Compliance and Efficiency Focus: Content will emphasize how purchasing through Sourcewell ensures compliance with national and international standards, while optimizing budget efficiency for agencies.

Website Presence: Westnet will dedicate a webpage specifically to Sourcewell on its website. This page will include comprehensive how-to's guiding prospects to and through the buying and procurement process. We will also provide cross-link opportunities to Sourcewell resources directly.

Customer Reviews/Testimonials: We will add customer feedback regarding Sourcewell to our website, printed materials, social media, etc. to champion use of Sourcewell as a procurement tool.

Printed/Emailed Flyers/Brochures: Westnet will include printed/emailed flyers dedicated to Sourcewell with our quotes/opportunities and have printed Sourcewell-specific materials on-hand at in-person events.

2. Social Media Engagement

Westnet will leverage social media platforms such as LinkedIn, Facebook and YouTube to: Promote the benefits of cooperative purchasing through Sourcewell, share educational materials including infographics and video content to demonstrate the ease of procurement (some we'll produce and some we will use from Sourcewell's resources), and feature Sourcewell member success stories and highlight product advantages.

3. Email & Postal Mail Marketing

Westnet will implement a segmented email marketing strategy in the United States and postal mail marketing in Canada, tailored to potential and existing Sourcewell members. These mail campaigns will:

*Highlight the benefits of Sourcewell's streamlined procurement process, including cost savings and efficiency improvements.

*Feature Westnet's key product offerings and their impact on emergency response effectiveness.

*Share success stories and testimonials from agencies that have successfully procured Westnet solutions through Sourcewell.

*Provide clear calls to action linking recipients to relevant Sourcewell resources for seamless engagement.

Direct Engagement

Building strong, personal connections remains a vital component of our marketing efforts. Westnet will actively engage with agencies through in-person and virtual events and will promote the Sourcewell partnership in our efforts.

1. Tradeshow Participation

We attend key industry tradeshows and conferences where we will prominently highlight our partnership with Sourcewell.

New for 2025, we are expanding our presence at shows to include events hosted in Canada to showcase our suite of products and services.

Distribute marketing materials, including brochures and flyers linking directly to the Sourcewell resources available.

Conduct live product demonstrations to showcase Westnet's solutions and their availability through Sourcewell.

Host educational sessions explaining the benefits of cooperative purchasing and how agencies can take advantage of the streamlined procurement process.

2. Station Zero

A crown jewel in our sales arsenal is our 75-foot-long racing trailer, "Zero". Zero is outfitted as a two-story station/dispatch center, dormitory, living quarters and apparatus bay. Our system components are installed throughout the trailer as they would be in a station or base. This allows people to immerse themselves physically and visually to better

experience how Westnet's suite of products operate. Zero's is used at tradeshows, at private presentations across the country, and as a sales/training space at Westnet's headquarters.

National tours are being scheduled for our sales team to travel to locations where we can host targeted meetings including demonstrations, roundtables, and detailed conversations about how the Westnet solution can improve overall response performance.

If awarded the Sourcewell contract, Westnet will promote the contract both verbally and will ensure resources and signage are displayed in/around Zero, letting buyers know that they can procure our systems via the Sourcewell contract.

3. Other Collaborative Opportunities

Westnet is open to collaborating with Sourcewell on things like having them on hand for inperson events, tradeshows, virtual trainings, guest blogs, etc.

Internal Resources

Westnet recognizes that a successful marketing strategy also depends on internal alignment and resource optimization. To that end, we will:

1. Encourage Sales Adoption

Train our sales team on the benefits of Sourcewell, ensuring they can effectively communicate its value to potential customers.

Integrate Sourcewell into our sales pitch and collateral, making it a core part of our discussions with agencies.

Develop sales scripts and FAQs that help guide agencies through the purchasing process.

Make it as simple as possible for sales to identify opportunities where Sourcewell already has relationships with applicable entities.

2. Leverage Data Analytics and Digital Tools

To track the effectiveness of our Sourcewell-focused campaigns and continuously refine our approach, we will:

Utilize SEO and Google Analytics to monitor engagement and optimize content visibility online

Implement HubSpot and Business Central to track campaign KPIs and assess outreach success and return.

Adjust marketing strategies based on data insights to ensure maximum impact and conversion rates.

Conclusion

Westnet's marketing strategy is designed to actively promote Sourcewell opportunities through a combination of digital outreach, direct engagement, and internal alignment. By leveraging targeted email campaigns, high-value content, social media engagement, tradeshow participation, and sales team integration, we will maximize awareness and drive agency participation in Sourcewell's cooperative purchasing program. Our commitment to tracking performance through analytics ensures that we continually refine our strategy to achieve optimal results. Through these efforts, we aim to strengthen our partnership with Sourcewell while providing agencies with the most efficient and effective path to procuring Westnet's industry-leading solutions.

38 Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Westnet's Technology Approach and Data-Driven Strategy
Westnet's marketing strategy is heavily supported by our use of digital tools and datadriven insights to continuously refine and optimize our outreach efforts. We leverage an
integrated ecosystem of tools including Google Applytics, HubSpot, and Rusiness Centre

driven insights to continuously refine and optimize our outreach efforts. We leverage an integrated ecosystem of tools, including Google Analytics, HubSpot, and Business Central, to track key performance indicators (KPIs) and measure engagement levels across our campaigns. These tools provide valuable insights into customer interactions, content performance, and campaign effectiveness, ensuring we adapt our strategies based on real-time data

Additionally, our partnership with SEO data experts at PureSEM gives us a unique advantage in refining our digital outreach efforts. PureSEM provides deep analytical insights into search engine performance, user engagement trends, and content effectiveness, allowing us to make data-backed decisions about how to disseminate our marketing messages more effectively. This collaboration ensures that our marketing efforts are continually optimized to maximize visibility and engagement with Sourcewell members or potential members.

To track the effectiveness of our Sourcewell-focused campaigns (described under our Marketing Strategy) and continuously refine our approach, we will:

Utilize SEO and Google Analytics to monitor engagement and optimize content visibility.

Implement Sourcewell-specific HubSpot and Business Central campaigns to track KPIs and assess outreach success.

Adjust marketing strategies based on data insights to ensure maximum impact and conversion rates.

Utilize PureSEM's expertise to refine our keyword strategies and ensure our digital content remains competitive and effective in driving engagement.

Conclusion

Our commitment to tracking performance through analytics ensures that we continually refine our strategy to achieve optimal results. Through these efforts, we can ensure the most efficient and effective path to procuring Westnet's solutions.

In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?

At Westnet, we view Sourcewell as a key partner in simplifying and streamlining the procurement process for public safety agencies. Our role is to actively integrate Sourcewell agreements into our sales, marketing, and customer engagement strategies to maximize awareness and participation. We are committed to ensuring that agencies fully understand and utilize the benefits of cooperative purchasing through Sourcewell.

What Westnet Does:

1. Sales Process Integration

Train our sales team on the advantages of Sourcewell, equipping them with the knowledge and resources to effectively communicate these benefits to potential and existing customers.

Embed Sourcewell agreements into our standard sales process, ensuring it is a primary option in procurement discussions.

Develop structured talking points and sales scripts that guide conversations around Sourcewell's value proposition.

Create sales enablement materials, such as FAQs, brochures, and presentations, that explain how Sourcewell streamlines purchasing.

2. Internal Collaboration and Training

Conduct ongoing interdepartmental meetings between sales, marketing, and leadership to align on Sourcewell strategies and opportunities.

Implement regular training sessions to keep all employees informed about Sourcewell's benefits and updates to the agreement.

Ensure Sourcewell remains top-of-mind across departments by incorporating it into team discussions, planning meetings, and goal-setting initiatives.

3. Marketing and Awareness Campaigns

Work closely with Sourcewell to create and distribute co-branded marketing materials, including blog posts, case studies, and social media content.

Develop email marketing campaigns targeted at potential Sourcewell members, highlighting cost savings, ease of procurement, and success stories.

Leverage SEO expertise and digital analytics tools to optimize visibility for Sourcewell-related content and campaigns.

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Participate in cooperative content efforts, including whitepapers, webinars, and success story highlights featuring Sourcewell agreements.

Event Participation and Engagement

Actively participate in Sourcewell-hosted events, including tradeshows, webinars, and training sessions, etc.

Commit to sending a company representative to any relevant Sourcewell meetings, ensuring Westnet has a presence at key discussions and networking opportunities.

Support Sourcewell by offering our subject-matter experts for training sessions, presentations, and panel discussions.

What Sourcewell Does

1. Promotional Support

Market and promote awarded supplier agreements to eligible agencies, increasing awareness of the Westnet-Sourcewell partnership.

Provide access to Sourcewell's communication channels, including newsletters, webinars, and social media platforms, to share Westnet's messaging and updates.

Offer resources and guidance to help prospect and onboard new municipalities and public agencies into the cooperative purchasing program.

Sales Enablement Assistance

Assist in educating potential customers about the benefits of Sourcewell and how to utilize the contract for purchasing Westnet products.

Provide training and onboarding support for Westnet's sales team to ensure consistent and accurate messaging regarding the program.

Offer expert guidance in navigating procurement policies and answering agency-specific questions.

Collaborate with Westnet representatives to ensure a pleasant and consistent end-to-end experience for customers who leverage Sourcewell's offering.

3. Consider Westnet for Event and Networking Opportunities
Consider speaking opportunities for Westnet representatives to share insights on public safety solutions and the benefits of cooperative purchasing.

Enable direct collaboration between Westnet and agencies seeking procurement solutions through Sourcewell where applicable.

Conclusion

Westnet is dedicated to fully integrating Sourcewell agreements into our sales and marketing strategies through consistent collaboration, structured training, and proactive engagement. Our commitment to working closely with Sourcewell ensures a seamless experience for public agencies looking to leverage cooperative purchasing for their fire station alerting needs. Through joint promotional efforts, knowledge-sharing, and event participation, we will continue to drive awareness and adoption of Sourcewell agreements to benefit agencies across the country.

Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

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Due to the custom nature of our products, we do not offer online ordering. Customers who would like to add products after the initial installation can initiate orders online through emailing requests to our Service Group, however they cannot e-procure at this time without involvement of sales personnel.

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line	Response *	

41	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 a variety of training options to our customers including product & equipment training, operator training, and maintenance training. Training is determined based on the needs of the customer and can be delivered as train-the-trainer or full multi-shift personnel training. Our Fire Station Alerting System generally does not require extensive training due to its operation being largely automated. Upon installation, standard practice is for the installer to tour each area of the station with a fire department representative (Chief, IT, etc) and review the settings and basic functions/operation of the installed equipment. If desired, training can be extended to full multi-shift personnel training by a Westnet-employed trainer for a fee that includes travel costs for the trainer and an hourly rate of \$185 USD per hour for time spent actively training, unless otherwise negotiated. For Sourcewell Participating Entities purchasing under a Master Agreement, the trainer's hourly rate would be discounted by 5%. For our First-In Alerting Platform (FiAP) system installed at Dispatch and our Aircraft Emergency System (AES); patent no. 12,165, 493 B2, installed at Air Traffic Control, Dispatch, and ARFF fire stations, user/operator standard training is included as flat fee based on the complexity of the implementation and how many personnel and entities are involved. For Sourcewell Participating Entities purchasing under a Master Agreement, the trainer's hourly rate would be discounted by 5%. When fully released, web-based user and administrator training of the First-In Mobile App will be offered standard, included with the purchase of the app. This training may be live or pre-recorded.
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	First-In Alerting Platform (FiAP): Westnet's FiAP interfaces bidirectionally with the Computer Aided Dispatch (CAD) system via the Westnet API in the dispatch center/PSAP to seamlessly and automatically send alerts to fire/EMS stations when a call is committed in the CAD. Additionally, our Automated Voice Dispatch (AVD) feature of FiAP will also generate a voice read-out of all the critical incident details and broadcast them to first responders via station PA speakers, Westnet smart station audio devices, and radios. AVD integrates with a multitude of radio manufactures such as Motorola, Harris, and Kenwood. First-In Fire Station Alerting System (FSAS): Westnet's FSAS can connect to existing fire station systems such as the PA amp to broadcast alerts over existing PA speakers and the phone paging system so that messages voiced over the paging system can also broadcast through Westnet speaker devices. The FSAS can also perform a wide variety of tasks throughout the fire station by using relays such as activating existing station lighting, opening apparatus bay doors, activating exhaust fans, controlling traffic lights, and opening security gates. In addition, our Appliance Control Device and Reset Button can automatically shut off electric or gas stoves and bbq's when an alert is received, or remaining personnel can bypass the shut-off if they wish to continue use of the appliance. The FSAS supports telephone integrations using traditional paging port interfaces or modern VoIP phone system interfaces. Aircraft Emergency System (AES); patent no. 12,165, 493 B2: AES integrates touch screens to speed up the process of selecting key information for an alert message. AES will use IP to communicate the alert message to other First-In systems, airport personnel via email and SMS. For redundancy, AES will integrate to the airport radio system to provide a verbal message of the alert information over the radio system. First-In Mobile App: Westnet's Mobile App, currently in beta release, is built for compatibility wit
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Westnet is headquartered 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 and reduce our carbon footprint. Westnet has instituted a recycling program that includes paper, cardboard, aluminum, plastics and metal. Westnet has also 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. In addition, Westnet has invested in electric vehicles that remote Westnet employees, service technicians and guests use when they are at headquarters. 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. All green initiatives performed by Westnet are voluntary and we have not participated in certifying them with a particular agency.

44	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design	Westnet does not have any third-party issued eco-labels or formal certifications.
	(cradle-to-cradle), or other green/sustainability factors.	
45	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?	Company Westnet brings 50 years of experience and innovation in public safety to Sourcewell participating entities. Over this time, Westnet has worked with hundreds of fire departments in various types of implementations, whether we are installing all new Westnet equipment or upgrading a legacy system with some new equipment and tying into other existing equipment as a hybrid system. We have worked with myriad agency types and setups and are well-prepared and experienced to meet the technical and functional needs of Sourcewell participating entities. Westnet also employs a number of staff who are former and current first responders, and bring their first-hand public safety experience into their roles throughout the company.
		We have a long history of providing public safety clients with top quality design, installation, integration, implementation, training, and maintenance services for our advanced communication and notification systems. We achieve success with on-time and in-budget completion of many fire station, dispatch, and airport alerting projects and large scale, mission-critical implementations that support first responders. Westnet products offer the immediate capability to reduce response times, streamline the dispatch process, provide immediate automatic backup alerting, provide heart-safe audio and lighting, and meet industry standards such as NFPA 1221 and support 1710 & 1720.
		For Westnet, Alerting Systems are not a part of our company, it is everything. Other vendors provide alerting as part of a bigger company that focuses on non-public safety offerings. Fire station alerting, dispatch notifications and related communications are our sole focus every day, all day.
		Products Westnet's products offer multi-tiered redundancy, military grade hardware and performance with myriad expansion capabilities, service software, unmatched reliability, and unsurpassed technology. Engineered to operate in varying conditions, the First-In equipment is specified to operate up to 150 degrees Fahrenheit and will operate in environments without climate control. It is sealed to withstand dust and is vibration resistant. All systems come equipped with an external on-line, full-time Uninterruptible Power Supply (UPS). The UPS also provides true sine-wave power line filtering, which helps protect the alerting equipment from power surges or spikes. All UPSs are serviceable with readily available batteries.
		The Westnet systems are built to last. Some of our customers have had the same Westnet components installed for decades. This results in a cost savings for our customers in reduced hardware replacement costs, and reduced maintenance visits. In addition, the majority of the Westnet Fire Station Alerting System (FSAS) is a firmware-based, embedded system that does not rely on commercial software/operating systems and therefore is not beholden to frequent software updates and upgrades, and the downtime associated with them. This not only saves the cost of these upgrades and replacements but also safeguards against computer viruses and cyber attacks.
		Westnet is unique in the industry for the breadth of proprietary alerting products – including our patented Aircraft Emergency System (Patent No. 12,165, 493 B2) – that support critical communications for fire/EMS agencies, dispatch operations, airport emergency operations.
		Services Our nationally-dispersed sales and support network enables us to respond to the needs of public safety agencies across the U.S. and Canada expediently, and allows our regional employees to develop a deep knowledge of the local and regional operational nuances and requirements of their respective regions.
		In addition to products we offer as part of our suite of Alerting Systems, Westnet is also a full-service provider offering system consulting, design, installation, training, warranty service, maintenance and repairs, tech support, engineering, and system monitoring. We offer our customers a full-service, one stop experience.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		C Yes No	Westnet is not certified under these classifications.
47		Minority Business Enterprise (MBE)	C Yes No	Westnet is not a MBE.
48		Women Business Enterprise (WBE)	C Yes R No	Westnet is not a WBE.
49		Disabled-Owned Business Enterprise (DOBE)	∩ Yes	Westnet is not a DOBE.
50		Veteran-Owned Business Enterprise (VBE)	∩ Yes ເ No	Westnet is not a VBE.
51		Service-Disabled Veteran-Owned Business (SDVOB)	C Yes © No	Westnet is not a SDVOB.
52		Small Business Enterprise (SBE)	C Yes No	Westnet is not a SBE.
53		Small Disadvantaged Business (SDB)	C Yes No	Westnet is not a SDB.
54		Women-Owned Small Business (WOSB)	∩ Yes ເ No	Westnet is not a WOSB.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Standard payment terms are net 30 days with payment milestones as follows unless otherwise mutually agreed: 30% upon contract signing, 30% upon hardware shipment, 30% upon completion of installation, and 10% upon final acceptance. Payments may be made by ACH, credit card, and check.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Financing the purchase of Westnet products is evaluated on a case- by-case basis. Currently, there are about only 1% of purchases that have some element of financing as part of the transaction.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Typically our customers sign our Installation Agreement which includes our standard terms and conditions and Statement of Work, though we also at times use the customer's contract if/when needed. Our Installation Agreement template has been uploaded to the portal with our submitted documents.	*
58	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 does not accept P-card procurement or payment process.	*

59	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 is offering a 5% discount from our List Price for all of our products, annual maintenance, installation, and training under this solicitation. Our equipment price list with both list pricing and proposed discounted pricing has been uploaded to the portal with our submitted documents.	*
60	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.	Westnet is proposing a 5% discount from MSRP on all of our products, as well as annual maintenance, installation, and training labor.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	The discounted pricing offered in our proposal is the best pricing currently available nationwide and provides Participating Entities with our most competitive pricing model.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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. These items are clearly identified by Westnet in the quote to the Participating Entity. These products are very limited, and provide some ancillary support to the broader suite of products.	*
63	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 predelivery 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.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Westnet will use shipping and delivery services that provide the best quality, service and pricing. Delivery time will be determined by the carrier during normal business hours unless previously agreed upon between the customer and Westnet. Expedited delivery costs will be the responsibility of the customer unless the customer has an Annual Maintenance Contract with Westnet.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are calculated on a per-item basis for shipment in the contiguous United States, Hawaii, and Alaska. Additional duties or other fees may apply for Canadian and international shipments.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Wesnet uses well equipped shipping companies that offer cost effective and timely delivery options including UPS for parcels and Logistics Fox for pallets.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Westnet undergoes an annual third-party financial audit that includes price and cost testing for each sales agent arrangement. In addition, we employ a full-time Contracts Administrator whose sole responsibility is to meet contractual obligations. Lastly – we also employ a full-time risk manager who completes internal self-audits of obligations the company makes.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Westnet utilizes Microsoft Business Central with quote to cash tracking dimensions which allow us to run gross margin reports by sales lead to determine success factors.	
		Westnet also manages a sophisticated lead to close CRM methodology to trace all opportunities throughout the buyer's journey to ensure maximum close/win rate for Sourcewell opportunities.	*
		Westnet will audit contracts for milestone adherence as well as measure financial metrics for ROI against wins via Sourcewell participants.	
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Westnet proposes to pay Sourcewell a 2% Administration Fee calculated as a percentage of all completed transactions utilizing the Master Agreement within the preceding Reporting Period defined in the agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Westnet is offering a 5% discount from our List Price for all of our products under this solicitation, as well as annual maintenance, installation, and training labor. Our equipment price list with both list pricing and proposed discounted pricing shown in both USD and Canadian Dollars has been uploaded to the portal with our submitted documents. The discounted pricing offered in our proposal is the best pricing currently available nationwide and provides Participating Entities with our most competitive pricing model. This includes supporting the Sourcewell-US Army IMCOM agreement.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Westnet is proposing our full suite of products and services in response to this RFP, which is inclusive of hardware and software, as well as related services including installation, implementation, user and administrative training, technical support, and maintenance and repair services. Westnet's First-In Alerting Systems enable a seamless and immediate alerting process from the Dispatch Center and Air Traffic Control (in an airport setting) to emergency personnel to reduce response times, streamline the dispatch process, provide immediate automatic backup alerting, heart-safe audio and lighting, and meet industry standards such as NFPA 1221 and support NFPA 1710 & 1720.
		Westnet's First-In Fire Station Alerting System (FSAS), First-In Alerting Platform (FiAP), Aircraft Emergency System (AES), patent no. 12,165, 493 B2, and First-In Mobile Application (collectively "First-In Alerting Systems") deliver a comprehensive alerting and dispatch solution including multiple tiers of redundancy for backup alerting, expandability for future growth and numerous alerting options.
		For complete information on the First-In Alerting Systems including graphics and diagrams, please see the Description of Westnet Alerting Systems & Table of Smart Station Devices document uploaded as an attachment to our RFP response.
		First-In Alerting Platform (FiAP) The First-In Alerting Platform is installed in the 911 Room/Dispatch Center and communicates directly with the CAD system via Westnet's API. The FiAP does not replace or duplicate the CAD function, rather it provides the ability for multicompany/multi-station (and multi-agency) alerts to be sent simultaneously over radio and via the IP network to alert the in-station alerting system when the dispatcher commits the incident in CAD. This allows the dispatchers to handle other incoming calls or provide triage instructions to a caller instead of having to alert multiple units and stations verbally in real time. It also provides a backup option of manually dispatching units in the event of a CAD system failure, outage, cyber attack, or network failure.
		The FiAP consists of the following main components: a Westnet server (or use of a municipality's virtual server), text-to-speech Automated Voice Dispatch (AVD), and the Radio Interface Controller (RIC). The First-in Alerting Platform (FiAP) offers the dispatchers a variety of automatic and manual alerting options to vastly improve the call processing time and alerting process. The FiAP communicates with the CAD to both transmit and receive alerts and messages from the Westnet fire station alerting equipment.

In addition to its primary alerting capabilities, Dispatch Centers have implemented the FiAP to take advantage of the following:

*Immediately determine when 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 the 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.

First-In Automatic Voice Dispatch (AVD)

Westnet's First-In Automated Voice Dispatch is a feature of FiAP and provides true text-to speech dispatch audio over the station speakers and all fire radios located both in the stations and out in the field. The Automated Voice Dispatch System (AVD) audio is heard in the station after the FSAS preannouncement audio (described more fully below). AVD will announce the incident type, incident description, incident location, cross street and commonplace name. The AVD can be turned on, off or paused by the dispatch center.

AVD allows for consistent delivery of information from dispatch including pronunciation, data elements, order of information delivered, and speed of the speech.

The First-In AVD Manager is an administrative tool that provides control over how the AVD message is announced. Authorized 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. The voice management software also allows users to edit the message order, how many times it is repeated and adjust the speed of the speech. Westnet will provide initial programming of the text to speech for all streets, names, and information from data supplied by the dispatch center and fire department. Subsequent changes to the AVD can be easily modified by authorized dispatch personnel at a central location without need for special programming or equipment. Once any changes or additions to the database are applied, those changes will take place immediately and will not require chip reprogramming, flashing, additional costs, or interaction of an outside party.

If the FiAP does not immediately receive confirmation that the first, primary alert was successful, it automatically activates the First-In Radio Interface Controller (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 of audio and visual zoning. The RIC's manual keypads also provide a quick means to alert every station throughout the City over the radio system with just a few keystrokes. The RIC operates on analog, digital, and P25 radio systems.

Notification of system failover is made directly to the dispatchers via the FiAP Client. Additionally, an email and SMS notification can be configured for station link failures, as well as key application services (e.g. CAD interface service interruptions, AVD to the RIC, etc.).

First-In Fire Station Alerting System (FSAS)

The First-In Fire Station Alerting System (FSAS) is a configuration of audio and lighting "smart station" devices installed within a fire/EMS/ARFF station that safely broadcasts and delivers audio and visual alerts to emergency personnel when they are dispatched for a call. Each Fire/EMS agency will have their own needs and preferences for the types and quantities of smart station devices that will best suit their station(s). Westnet personnel consult and work together with each department to review all options and help determine the best configuration for their needs and budget.

Core System

The foundational component of the FSAS is the Core System. It is an embedded system that allows for modular expansion based on smart station devices needed for each station (audio & lighting units, etc.). The Core System is built for military grade use and resides in the fire station. Because this "brain" of the Westnet system is microprocessor-based, it is safeguarded against vulnerabilities that software-based solutions with operating systems are susceptible to like viruses, cyber attacks, and network failures.

The foundational component of the Core System is the First-In Master Control Unit (MCU). The MCU is the heart of the First-In Fire Station Alerting System and is what communicates all FSAS 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 customizable preannouncement throughout the station, notifying emergency personnel of the assigned company, the nature of the call and the tiered response level required. The preannouncement uses real recorded human speech to provide the best possible quality audio pre-alerts. The MCU communicates the preannouncement 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 system.

Smart Station Devices

With the Core System as the foundation of our modular system, agencies may add Westnet Smart Station devices for each fire station based on their respective needs

The First-In Fire Station Alerting System provides Fire Departments with a wide variety of customized alerting methods, design and expansion capabilities, service software, unmatched reliability, and unsurpassed technology. Just as each fire department has its own demands, each fire station may have needs unique to the challenges its crews face daily. A single-company station may only require basic alerting, whereas a multi-company station may need to dispatch several companies at once. As a station's needs grow and change, the Westnet alerting system can easily adapt to new needs. The First-In Fire Station Alerting System gives the Fire Department the power to implement any level of alerting technology in each station. Smaller, single-company stations may require less equipment than large, multi-company stations with a high call volume.

Westnet offers many additional and optional Smart Station devices to enhance station capabilities. Westnet's First-In Smart Station is a compilation of innovative alerting components placed throughout a fire station to provide both audio and visual notification on an incoming alert. Smart Station devices can be added to all First-In Core Systems at any time in the future and are optional.

The Westnet system provides ramped, cardiac kind tones and lights, a customizable preannouncement of who is needed on the call and (if combined with the FiAP) the customizable text-to-speech (Automated Voice Dispatch) of call details. It is scalable and able to interface with a fire station's existing public address (PA) and lighting system if needed, and can also open fire station doors and gates, activate exhaust fans, monitor fire station security, and control traffic lights. In these ways, our FSAS system fulfills the elements of Category 3 pertaining to customization and upgrade services and retrofitting existing hardware with new capabilities.

At the station level, the modular design of our solution offers fire/EMS/ARFF departments a vast array of alerting system devices that are specifically designed for station alerting. The limited products of other alerting systems result in limited choices for Participating Agencies. With over 100 different alerting options, Westnet products mean choices, both operationally and financially. What sets us apart from others is the advanced technology and the flexibility to implement everything from the most basic design to the most sophisticated alerting technologies.

Please see the Description of Westnet Alerting Systems & Table of Smart Station Devices document, uploaded as an attachment to this response.

Aircraft Emergency Systems (AES); Patent No. 12, 165, 493 B2 Westnet's patented AES eliminates traditional party-line crash phones with a digital system that delivers audio and visual alerts to all locations at the airport in less than one (1) second. A touchscreen monitor located in the Air Traffic Control Tower, and with customized GUI display for the specific airport, provides an immediate means for the Air Traffic Controller (or dispatch) to enter incident details while still on the line with the aircraft or reporting entity. Once the call is activated from the touchscreen, the alert is then transmitted via IP connection to all response facilities, producing instant visual and verbal notification of the emergency so that emergency personnel can be immediately dispatched and informed of critical incident information including incident type, location, and other details. The AES will also activate the

		Westnet Fire Station Alerting System within the ARFF/Fire station if present.
		Westnet's Voice Over IP (VOIP) secondary crash phone system provides backup communications from the tower to all crash phone locations relaying mission critical details.
		Features and benefits include: *Simultaneous alerting of all facilities *Redundant alerting *Incident logging and reports *Clear audio communications *Visual incident information *Supports external recorders to record crash phone conversations *Monitored system
		First-In Mobile App (in Beta release) In addition to our extensive suite of products for the fire station, Westnet's mobile app, First-In Mobile, gives our firefighters an additional means to receive alert notifications when not in the station and respond to emergencies faster. Our mobile app is comprehensive, reliable, and communicates with CAD in real-time.
		First-In Mobile App Features include: *Real-time and bi-directional connection to the FSAS server *Vetted demographics through CAD software, ensures accuracy of information *GPS mapping of department assets with real-time traffic *Ability to use fire hydrant data overlays on mapping
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The RFP categories and sub-categories that describe the Westnet products are as follows: a. In-Station Public Safety alerting or paging systems; b. Dispatch/control room consoles and associated integrated communications equipment; c. Wearable or portable communication devices, including biomonitoring wearables d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
		ii. Portable and deployable wireless hubs, routers, and networks; iii. Mesh networks and mesh radios; iv. Land mobile/broadband radios

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offerings	Offered *	Comments
73	In-station Public Safety alerting or paging systems;		© Yes ○ No	In-station Public Safety alerting & paging is the heart of our suite of products. Our Fire Station Alerting System (FSAS) is the embodiment of this functionality, with our First-In Alerting Platform (FiAP) transmitting alerts from Dispatch to activate the FSAS. Our Aircraft Emergency System (AES); patent no. 12,165, 493 B2 also transmits alerts, from air traffic control, and activates the FSAS in-station as well. And lastly, our First-In Mobile App activates first responders, whether they are in station or in the field.

74	Dispatch/control room consoles and associated integrated communications equipment;		© Yes	Our First-In Alerting Platform (FiAP) fulfills this category as an integrated system that interfaces with the CAD and transmits alerts via IP connection and radio to fire/EMS stations and radios.	*
75	Wearable or portable communication devices, including biomonitoring wearables, alerting or paging systems		© Yes C No	The First-In Mobile App sends alerts to personal smart devices such as IOS and Android smart phones, as well as to wearable personal radio pagers.	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		© Yes	The First-In Alerting Systems connect with a number of other hardware and software systems and devices including CAD systems, PA systems, radios, phone paging systems, and others.	*
77		Satellite communications equipment;	∩ Yes ତ No	No.	*
78		Portable and deployable wireless hubs, routers, and networks	© Yes	Westnet can deploy and configure CradlePoint devices to provide ad hoc or permanent network connectivity between a dispatch center and fire stations.	*
79		Mesh networks and mesh radios	© Yes C No	With the First-In Auto- Enroute system, devices in this system use wireless mesh technology to communicate with each other at any fire station equipped with Auto-Enroute.	*
80		Land mobile/broadband radios	© Yes ○ No	The First-In Master Control Unit, Radio Interface Controller, and Automated Voice Radio Controller units interface to LMR systems.	*
81		Push to Talk over Cellular (PoC) handsets	C Yes ⓒ No	No.	*
82		High Power User Equipment (HPUE) for LTE	C Yes No	No.	*
83	Airborne, marine, and underwater communication systems		∩ Yes ତ No	No.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	C Yes
	⊙ No

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."
 - Pricing Westnet Pricelist.pdf Thursday February 06, 2025 11:01:57
 - Financial Strength and Stability Bank Letters.pdf Wednesday February 05, 2025 17:04:54
 - Marketing Plan/Samples Westnet Marketing Plan & Brochures.pdf Wednesday February 05, 2025 17:08:46
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples Installation Agreement Template.pdf Wednesday February 05, 2025 14:25:54
 - Requested Exceptions (optional)
 - <u>Upload Additional Document</u> Description of Westnet Alerting Systems & Table of Smart Station Devices.pdf Wednesday February 05, 2025 16:46:39

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

- 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 award.
- 3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer: or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- 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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
- 5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
- 6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. 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, 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. David Nokes, Chief Executive Officer (CEO), Westnet, LLC

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 obligations contemplated in the solicitation proposal.

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_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:10 PM	M	4
Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 29 2025 03:09 PM	M	4
Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 28 2025 01:37 PM	M	1
Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 04:19 PM	M	1
Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625 Mon January 27 2025 10:15 AM	M	1
Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625 Tue January 21 2025 09:01 AM	M	1
Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625 Thu January 16 2025 03:36 PM	M	1
Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625 Wed January 8 2025 11:08 AM	M	1
Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625 Fri January 3 2025 03:19 PM	M	1
Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625 Mon December 30 2024 04:32 PM	M	1
Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625 Fri December 27 2024 09:56 AM	M	1
Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625 Tue December 24 2024 01:46 PM	M	1
Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625 Wed December 18 2024 08:04 AM	M	1