

FAUQUIER COUNTY GOVERNMENT
PROCUREMENT DIVISION
320 Hospital Drive Ste. 23
Warrenton, Virginia 20186
Phone: 540.422.8350 Fax: 540.422.8355

NOTICE OF CONTRACT RIDER

DATE: May 9, 2025

COMMODITY NAME: Public Safety Communications Technology and Hardware Solutions

CONTRACT NUMBER: 25-148-C-R (Riding Sourcewell Contract 042021-WNT)

CONTRACT PERIOD: May 7, 2025 through June 23, 2026

RENEWALS: One (1) 1-year renewal

CONTRACTOR: Westnet, LLC
VN:648669 15542 Chemical Lane
Huntington Beach, CA 92649
Phone : 562-370-0728
Julie Desmarais-Director of Sales
Julie.Desmarais@WestnetPublicSafety.com

TERMS: Net 45 days

DELIVERY: See contract details

FOR FURTHER INFORMATION CONTACT: Jeff Campbell
Procurement Officer III
Phone: 540.422.8350

NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT USING DEPARTMENTS: This contract is the result of a competitive bid program, and its use must follow the FCG Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

INSTRUCTIONS

1. **Orders:** All FCG Using Departments must order services listed by issuing FCG Purchase Orders per FCG Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.
2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a “Not to exceed” estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection on delivery and approval of contractor’s invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via fax or courier.
5. **Renewals:** As stated on the face of this notice one (1) additional 1-year renewals are on this contract. Renewal notification will be issued by the contract officer after verification of Chesterfields County renewal, with input requested from the using departments, approximately sixty days in advance of the expiration date of the current term.



FAUQUIER COUNTY GOVERNMENT

Contract # 25-148-C-R

Riding Sourcewell (Contract 042021-WNT) **Westnet, LLC**

This Agreement is made and entered into this 7th day of May 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **Westnet, LLC**, having its principal place of business at **15542 Chemical Lane, Huntington Beach, CA 92649** hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Public Safety Communications Technology and Hardware Solutions.

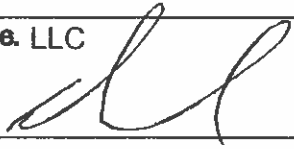
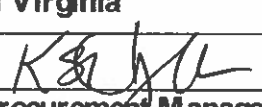
COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through June 23 2026, with the option to renew for one (1) additional one (1) year period, at the mutual agreement of both parties

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

1. This signed form;
2. Fauquier County General Terms & Conditions;
3. RFP 042021 dated March 2, 2021, and addendums 1-8;
4. Contract 042021-WNT fully executed on June 28, 2024, including the vendor's proposal submitted on April 20, 2021, amendment #1 dated January 18, 2025, and all attachments or documents incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

| | | | |
|---------------|---|---------------|--|
| | Westnet, Inc. LLC  | | Fauquier County Government, a political subdivision of the Commonwealth of Virginia |
| By: | David Nokes | By: |  |
| Title: | Chief Executive Officer | Title: | Procurement Manager |
| Date: | 5 / 7 / 2025 | Date: | 5/9/2025 |

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
- 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 36.. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
- 54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



RFP #042021
REQUEST FOR PROPOSALS
for
Public Safety Communications Technology and Hardware Solutions

Proposal Due Date: April 20, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Communications Technology and Hardware Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 20, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

| | |
|---------------------------------|--|
| Public Notice of RFP Published: | March 2, 2021 |
| Pre-proposal Conference: | March 30, 2021, 10:00 a.m., Central Time |
| Question Submission Deadline: | April 13, 2021, 4:30 p.m., Central Time |
| Proposal Due Date: | April 20, 2021, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | April 20, 2021, 6:30 p.m., Central Time ** |

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by law enforcement, fire/rescue, EMS, and emergency management agencies and personnel, such as:

- a. Fire or EMS station alerting or paging systems;
- b. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
 - i. Land Mobile Radios (LMR);
 - ii. Satellite communication equipment;
 - iii. Portable and deployable wireless hubs;
 - iv. Mesh networks and mesh radios;
 - v. Routers; and,
 - vi. High Power User Equipment (HPUE) for LTE.
- c. Airborne, marine, and underwater communication systems; and,
- d. Services related to the offering of the solutions described in Sections 1. a. – c. above, including installation, training, maintenance, integration, support, and customization.

2. The primary focus of this solicitation is on communications technology and hardware and the related delivery of services. Platform as a Service (PaaS) and integrated software solutions are allowed. However, this solicitation should NOT be construed to include “software-only” solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Unified Communications, Contact Center, and Related Services, Equipment, and Applications (RFP #022719);
- b. Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories (RFP #080119);
- c. Technology Catalog Solutions (RFP #081419);
- d. Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories (RFP #010720);
- e. Public Sector and Education Administration Software Solutions with Related Services (RFP #090320);
- f. Fleet Management Technologies with Related Software Solutions (RFP #020221);
- g. Facility Security Systems, Equipment, and Software with Related Services (RFP #030421); and,
- h. Public Safety Software (RFP #TBD).

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$80 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

| | |
|---|-------------|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and

- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



3/5/2021

Addendum No. 1

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In RFP Section II. E. Estimated Contract Value & Usage, Sourcewell estimates annual transaction volume for contracts resulting from the RFP at USD \$80 Million, are you able to provide an allocation of estimated volume by equipment types and for Canada?

Answer 1:

The estimated value of all resultant contracts provided in RFP Section II. E. is based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or estimates by equipment type.

Question 2:

Will you be selecting only one vendor for each of the items described in the requested equipment, product or services?

Answer 2:

Refer to RFP Section VI. Evaluation and Award for additional detail on award determinations.

Question 3:

Can we have access to the safety standards or the websites where we can get them?

Answer 3:

In the competitive process, Sourcewell will not advise a proposer on the resources or reference materials for preparation of a proposal. It is left to the discretion of each proposer to make that determination.

Question 4:

Is there a preferred list of products or brands that one can assess and propose with our services including along with our installation, integration, maintenance, training, support, and customization services?

Answer 4:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the requested equipment, products or services for this solicitation as described in RFP Section II. B.

Question 5:

What is the location this bid will support?

Answer 5:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on specific locations for our cooperative contract awards. Sourcewell desires the broadest possible selection of equipment, products, and services being proposed for the largest possible cross-section of Sourcewell current and future Participating Entities. Refer to RFP Section I. B. for additional details.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/5/2021, is required at the time of proposal submittal.



3/8/2021

Addendum No. 2

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The Sourcewell RFP has been posted on several different web sites, does one have to submit a proposal to each of them separately for the respective territories?

Answer 1:

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

Question 2:

Does this solicitation include mobile data terminals which would be installed inside vehicles as endpoints for communications? Is the LMR equipment and ecosystem, or the satellite communications equipment, for voice only, data only, or both?

Answer 2:

Refer to Addendum 1, Answer 4.

Question 3:

Is this solicitation for the equipment only, or the complete engineering of the system including design, site surveys, installation, testing, etc.?

Answer 3:

Refer to RFP Section II. B. for the complete description of requested equipment, products, or services. "A Proposer may elect to offer a materials-only solution, a turn-

key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required. ... Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.”

A proposer is not required to offer all possible items or services within the scope of the solicitation to be considered for award. However, each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/8/2021, is required at the time of proposal submittal.



3/25/2021

Addendum No. 3

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following RFP Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As a result of the subsequent publication of the solicitation referenced in RFP Subsection II. B. 3. h., the text of the RFP is updated. RFP Subsection II. B. 3. h. is revised to remove "TBD", and to insert the updated solicitation number, which will now read as follows:

* * * *

h. Public Safety Software (RFP #051321)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 3/25/2021, is required at the time of proposal submittal.



4/1/2021

Addendum No. 4

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are vendors allowed to name subcontractors/resellers to their proposal if the same subcontractor/reseller is also submitting their own response but with product lines not manufactured by the vendor naming them as a subcontractor/reseller?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

In addition, each Proposer is required to complete the *Proposer Affidavit and Assurance of Compliance* in Step 3 of the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/1/2021, is required at the time of proposal submittal.



4/5/2021

Addendum No. 5

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does Sourcewell have a sample submission available to view?

Answer 1:

Sourcewell does not maintain a sample submission on file. Past contracts awarded using the Sourcewell Procurement Portal submission process, which include the proposal questionnaire tables as an attachment, may be viewed on the Sourcewell website (www.sourcewell-mn.gov). To locate a contract, access the Search function at the top of the website homepage and enter the RFP number of the submission of interest. After reaching the selected vendor web page, select the "Contract Documents" button on the left-hand margin of the screen to find the contract link.

Alternatively, awarded contracts may be found on the Sourcewell website using the "Vendors & Contracts" page, located in the "Cooperative Purchasing" drop-down menu in the top margin. [Note, only proposals submitted for or after RFP#052919 utilized the Sourcewell Procurement Portal submission process. (i.e., RFP#MMDDYY)]

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/5/2021, is required at the time of proposal submittal.



4/7/2021

Addendum No. 6

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Several of the Questionnaire Tables within the Portal inquire about the government, education, and non-for-profit sectors. Will these questions be edited to refer exclusively to the Public Safety sector?

Answer 1:

No modification of the Questionnaire Tables is contemplated.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/7/2021, is required at the time of proposal submittal.



4/12/2021

Addendum No. 7

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this Sourcewell RFP have an MBE requirement or goal to be met?

Answer 1:

No, Sourcewell has not established an MBE requirement or goal for this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Will Sourcewell provide a list of all the prospective bidders that attended the pre-proposal conference?

Answer 2:

Sourcewell will not disclose the list of pre-proposal conference attendees. That data is classified as non-public at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/12/2021, is required at the time of proposal submittal.



4/13/2021

Addendum No. 8

Solicitation Number: RFP 042021

Solicitation Name: Public Safety Communications Technology and Hardware Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell grant a one-week extension of the due date?

Answer 1:

An extension of the due date is not contemplated.

Question 2:

In Table 8, Question #40, what is meant by a hub partner?

Answer 2:

“HUB” is an acronym for historically underutilized business.

End of Addendum

Acknowledgement of this Addendum to RFP 042021 posted to the Sourcewell Procurement Portal on 4/13/2021, is required at the time of proposal submittal.



Proposal Evaluation
Public Safety Communications Technology and Hardware Solutions RFP #042021

| Possible Points | | AT&T Mobility National Accounts, LLC | Avèro LLC dba Avèro Advisors | Discount Two-Way Radio Corporation | East Coast Awakening, LLC dba ECA | Eventide, Inc. | GetWireless, LLC | Icom America, Inc. | IP Access International, LLC | L3Harris Technologies, Inc. | Motorola Solutions, Inc. | NEWCOM Wireless Services, LLC | Power Products Unlimited, LLC |
|---|-------|--------------------------------------|------------------------------|------------------------------------|-----------------------------------|----------------|------------------|--------------------|------------------------------|-----------------------------|--------------------------|-------------------------------|-------------------------------|
| Conformance to RFP Requirements | 50 | 30 | 39 | 40 | 19 | 36 | 40 | 43 | 43 | 43 | 42 | 35 | 38 |
| Pricing | 400 | 273 | 311 | 332 | 276 | 320 | 306 | 338 | 341 | 324 | 340 | 308 | 324 |
| Financial Viability and Marketplace Success | 75 | 66 | 58 | 64 | 51 | 59 | 65 | 63 | 63 | 65 | 65 | 56 | 52 |
| Ability to Sell and Deliver Service | 100 | 78 | 75 | 73 | 55 | 75 | 78 | 83 | 81 | 85 | 85 | 62 | 78 |
| Marketing Plan | 50 | 41 | 36 | 36 | 35 | 38 | 39 | 40 | 43 | 39 | 43 | 31 | 35 |
| Value Added Attributes | 75 | 66 | 56 | 52 | 53 | 55 | 57 | 61 | 60 | 59 | 61 | 44 | 54 |
| Warranty | 50 | 41 | 24 | 41 | 37 | 42 | 41 | 44 | 41 | 43 | 40 | 34 | 42 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 160 | 123 | 155 | 108 | 151 | 153 | 171 | 151 | 175 | 178 | 146 | 135 |
| Total Points | 1,000 | 755 | 722 | 793 | 634 | 776 | 779 | 843 | 823 | 833 | 854 | 716 | 758 |
| Rank Order | | 15 | 20 | 10 | 23 | 13 | 12 | 3 | 6 | 5 | 1 | 21 | 16.5 |

| Possible Points | | PowerTrunk, Inc. | Prairie Mobile Communications | PURVIS Systems, Incorporated | RACOM Corporation | RadioMobile, Inc. | Rescue 42, Incorporated | Tessco, Incorporated | US Digital Designs, Inc. | Utility Associates, Inc. | Westnet, Inc. | Zetron, Inc. |
|---|-------|------------------|-------------------------------|------------------------------|-------------------|-------------------|-------------------------|----------------------|--------------------------|--------------------------|---------------|--------------|
| Conformance to RFP Requirements | 50 | 36 | 35 | 43 | 40 | 41 | 40 | 36 | 44 | 42 | 43 | 36 |
| Pricing | 400 | 314 | 231 | 324 | 330 | 338 | 289 | 311 | 281 | 303 | 344 | 328 |
| Financial Viability and Marketplace Success | 75 | 54 | 52 | 65 | 62 | 59 | 57 | 59 | 60 | 61 | 62 | 61 |
| Ability to Sell and Deliver Service | 100 | 75 | 61 | 79 | 68 | 80 | 79 | 75 | 79 | 80 | 77 | 82 |
| Marketing Plan | 50 | 36 | 35 | 40 | 32 | 45 | 40 | 40 | 42 | 41 | 45 | 43 |
| Value Added Attributes | 75 | 51 | 43 | 63 | 52 | 66 | 61 | 46 | 58 | 63 | 65 | 63 |
| Warranty | 50 | 43 | 33 | 40 | 39 | 45 | 42 | 36 | 40 | 42 | 43 | 40 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 161 | 160 | 166 | 171 | 174 | 149 | 155 | 158 | 154 | 161 | 169 |
| Total Points | 1,000 | 770 | 650 | 820 | 794 | 848 | 757 | 758 | 762 | 786 | 840 | 822 |
| Rank Order | | 14 | 22 | 8 | 9 | 2 | 18 | 16.5 | 15 | 11 | 4 | 7 |

DocuSigned by:
Kim Austin
8830543C58384D1
Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
8EE63AEDDF46E
Carol Jackson, Procurement Analyst

DocuSigned by:
Jake Denning
C0AAB008D300471
Jake Denning, Procurement Analyst

DocuSigned by:
Tom Sharbonno
D12CB58FEF8146E
Tom Sharbonno, Procurement Analyst

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

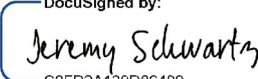
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

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

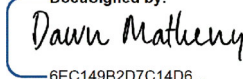
22. CANCELLATION

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


Sourcwell

DocuSigned by:

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

Westnet Incorporated

DocuSigned by:

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

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
6/28/2021 | 6:51 PM CDT
Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Westnet, Inc.

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

Address: 15542 Chemical Lane
Huntington Beach, CA 92649

Contact: Kelly Matheny

Email: kmatheny@westnet-inc.com

Phone: 714-548-3500

Fax: 714-901-5610

HST#: 33-0864822

Submission Details

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

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

Submitted By: Jessica Brito

Email: jbrito@westnet-inc.com

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

Submitter's IP Address: 100.39.45.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

Table 7: Marketing Plan

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

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

Table 8: Value-Added Attributes

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

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

Table 9: Warranty

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

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

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

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

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

DISPATCH SOLUTION

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

First-In Alerting Platform (FiAP)

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

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

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

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

First-In Automatic Voice Dispatching System (AVD)

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

First-In Radio Interface Controller (RIC)

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

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

FIRE STATION SOLUTION

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

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

Master Control Unit (MCU)

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

Control Remote (CR)

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

Satellight Controller/Satellight (SC/S) Satellight

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

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

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

Dorm Remote (DR)

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

Turnout Timer

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

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

Active X-It Lighting (AXT)

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

Knight Light System

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

Alerting End Points and Messengers

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

Appliance Control Device (ACD)

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

High-Power Amplifier (HPA)

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

Outside Audio Module

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

Strobe Lighting

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

Company Indicator

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

Silencer (SIL)

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

Video Doorbell

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

Radio Isolation Unit (RIU)

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

Data Line Surge Protector (DLSP)

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

Uninterruptible Power Supply (UPS)

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

Telephone Interface Module (TIM)

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

The Power Module/UPS (PM)

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

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

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

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

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

Table 15: Industry Specific Questions

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

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

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

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| | | |
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Documents**Ensure your submission document(s) conforms to the following:**

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☐ Yes ☒ No

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

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

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

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

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

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

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

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

Sourcewell

DocuSigned by:
 _____
JC0FD2A139D06489... Procurement Officer

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

Westnet Incorporated

DocuSigned by:
 _____
FB8E1A1E40794FA...

Title: President

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