

# **Weber Area Dispatch 911 and Emergency Services District**



## **First-In Fire Station Alerting System**

### **Limited On-Site Maintenance and Technical Support Statement of Work**

## Change History

<b>Revision Number</b>	<b>Revision Date</b>	<b>Revision Author</b>	<b>Section Changed and Description</b>
1.0	12/01/11	Westnet	Original document
2.0	01/27/12	Westnet	Per customer request, eliminate Category 3 and reduce Category 4 to phone support and T&M for repairs.
3.0	03/07/12	Westnet	Customer requested that all but Category 1 be eliminated.
4.0	08/07/12	Westnet	Name change edits, add Category 4
5.0	09/19/12	Westnet	Revise pricing to Category 1, Add Category 4
6.0	12/03/12	Westnet	Revised to make clarifications and corrections requested by the customer.
7.0	02/13/13	Westnet	Limited liability language revision
8.0	12/01/14	Westnet	Renewal – update to #6 (Schedule)
9.0	10/22/15	Westnet	Updated for renewal
10.0	11/17/16	Westnet	Updated for renewal

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## **1. INTRODUCTION**

This document is submitted to serve as a mutually acceptable Statement of Work (SOW) between Westnet, Inc. and Weber Area Dispatch 911 and Emergency Services District (herein District). This SOW is intended to clarify purchased services to be provided herein. Functionality or services not identified within this SOW may, at the discretion of Westnet, be included at additional cost with appropriate revisions to the SOW. References to Westnet include subcontractors hired by Westnet to perform the on-site maintenance.

## **2. ASSUMPTIONS**

This SOW and corresponding pricing are based upon the following assumptions:

1. The District will complete all District Responsibilities enumerated in Attachment A.
2. This SOW reflects those costs for the described work that can be reasonably assumed from the information provided. Westnet expressly reserves the right to make claim for those costs that could not be reasonably assumed and for the extension of time that could result.

## **3. PROJECT DELIVERABLES**

There are no scheduled deliverables under this SOW. Should the District elect to purchase additional equipment or replacement equipment for damaged or destroyed units, said equipment is referred to in this SOW as Deliverables.

## **4. SERVICES**

The proposed services include the functionality described below:

Westnet, Inc. will provide two (2) on-site maintenance trips, and 24/7 toll-free technical support for the systems described as Category 1, Category 2 and Category 4 in Section 4 below.

Repair for any Category 4 equipment that is not covered under this Statement of Work (damage due to a Service Exclusion or Condition listed below) will be performed on a Time and Materials basis at a rate of \$145.00 per hour.

The District is contracting with other parties for all maintenance and repair services for the Emergency Transmitting Equipment for Wide Area Simulcast Paging System (identified as Category 3 in the Contract for Communications and Fire Station Alerting Systems with the Ogden City Corporation executed September 2, 2010).



**5. DISTRICT RESPONSIBILITIES**

- A. See the Assumptions section above.
- B. The District will be responsible for those items listed in Attachment A. Failure to provide or maintain items listed in Attachment A may result in cancellation of the Services.

**6. SCHEDULE**

All services and materials provided under this Agreement shall commence on the Start Date as set forth below.

Unless previously terminated as set forth in Section 14 (Termination), at each anniversary of the Start Date this Agreement shall be automatically renewed for an additional year (each an "Additional Term")

<u>Start Date</u>	<u>End Date</u>
December 1, 2016 *13 Month option for 2016	December 31, 2017*

**7. PRICE**

The price for work outlined in this SOW is valid for ninety (90) days from the date of this document. The price for implementing this SOW is as follows:

**Category 1 First-In CAD and Radio Interface Systems and  
Category 2 – Automated Voice Dispatch Over the Radio**

<b>Category 1 &amp; 2 Description</b>	<b>Extended Price</b>
First-In CAD and Radio Interface Systems. These systems include: <ul style="list-style-type: none"> <li>• First-In CAD Interface System for the District</li> <li>• First-In Radio Interface Controller System</li> <li>• Backup Dispatch Center RIC Lite</li> <li>• District Wide Area Paging Terminal</li> </ul> First-In Voice Dispatch System for District  <i>The District will be responsible for maintaining the CAD interface.</i>	
<b>Total</b>	<b>\$36,372.92</b>



**Category 4B – On-Site Fire Station Equipment**

<b>Category 4 Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
Core First-In Fire Station Alerting Systems The Core System includes:  <ul style="list-style-type: none"> <li>• Master Control Unit</li> <li>• Control Remote</li> <li>• Radio Isolation Unit</li> <li>• Power Module &amp; UPS</li> <li>• Data Line Surge Protector</li> </ul>	23	\$1,922.92 (13 mo)	\$44,227.08
<b>Total</b>			<b>\$44,227.08</b>

**Summary of All Maintenance Costs**

<b>Description</b>	<b>Extended Price</b>
<b>Category 1 and 2 - First-In CAD, Radio Interface Systems and Automated Voice Dispatch Systems</b>	<b>\$36,372.92</b>
<b>Category 4 - Core Fire Station Alerting Equipment</b>	<b>\$44,227.08</b>
<b>TOTAL MAINTENANCE COSTS</b>	
	<b>\$80,600.00</b>

**8. PAYMENT OF TERMS**

Payment for this SOW will be according to the following schedule:

<b>Payment Milestone</b>	<b>Payment Percentage or Term</b>
Annual maintenance cost of \$80,600.00	Payable quarterly in advance of the quarter.
Upgrades and replacement cost of any services or equipment not included under maintenance or additional trips exceeding two (2) trips per year.	40% down, balance upon completion.

Payment is due within thirty (30) days from the date of invoice. Interest charges will be assessed at a rate of 1.5% per month, prorated on the basis of a thirty (30) day month will be assessed on delinquent payments.



**9. OWNERSHIP OF SPARE EQUIPMENT/ DATA / COMPUTER SOFTWARE**

All spare equipment, computer software, hardware source-code and related deliverables (programs, data or program enhancements) shall be the property of Westnet, Inc. and, if applicable, shall be licensed to the District pursuant to the Westnet Software License Agreement.

**10. MAINTENANCE**

District shall be responsible for all on-site maintenance and repairs to all other District systems. In the event that District elects to have Westnet, Inc. perform such maintenance or repairs, maintenance and repairs will be performed at prevailing rates plus expenses.

**11. WARRANTY**

Nothing in this Agreement shall be construed as a Product warranty, or as a change or modification to the Westnet, Inc. Standard Limited Warranty that was originally supplied with the Product, which may or may not still be in effect. There is no warranty on the training services or technical support.

**12. TAXES**

Unless otherwise specifically stated, prices are exclusive of all federal, state, or local sales, use, property, gross receipts, valued added or similar taxes based upon amounts payable to Westnet, Inc. pursuant to this SOW (herein taxes). If taxes are included in a Quote and there is an increase in the tax rate from the time of the quote to the payment of the invoice, the District will be responsible for the difference between the quoted tax rate and the actual amount due.

**13. PLACE OF PERFORMANCE**

Place of performance is at Westnet for technical support, audio level-setting, and preliminary trouble-shooting. District agrees to provide appropriate work place accommodations, computer equipment, software and necessary fire station and dispatch access for Westnet personnel for all on-site work.

**14. TERMINATION**

Westnet reserves the right to cancel this Agreement at any time, with or without cause, upon thirty (30) days written notice to the Customer. In such event, Westnet will refund the price for the Agreement reduced pro-rata based upon the amount of elapsed time the payment was made prior to the cancellation.

**15. ENTIRE AGREEMENT**

The terms and conditions of this Statement of Work, the Westnet Limited Warranty, and Customer's purchase order constitute the entire agreement between the parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby. No amendment or modification shall be binding unless made in writing and signed by an authorized representative of



Westnet. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

**16. APPROVAL SIGNATURE**

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW in accordance with the terms and conditions specified herein.

**This document is approved by:**

<b>Westnet Project Manger</b>	
Name:	
Signature:	Date:

<b>Authorized Customer Signature</b>	
Name:	
Title:	
Signature:	Date:

Please send this signed document, together with a purchase order, if applicable, to:

Westnet, Inc.  
Attn: Contracts Administration  
15542 Chemical Lane  
Huntington Beach, CA 92649

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## ATTACHMENT A

### Party Responsibility Detail

#### The District

#### **DISTRICT RESPONSIBILITIES:**

1. Provide and maintain an operating 24/7 VPN for the duration of the Agreement. The VPN shall allow Westnet to connect to all fire stations that are equipped with the First-In Fire Station Alerting equipment. The VPN must be operating and tested with Westnet before the maintenance commences.
2. Ensure that the Westnet monitor computer in Dispatch has 24/7 access to the VPN and to all fire stations served by the District. District will return the Westnet Monitor Computer to Westnet at the conclusion of the contract term.
3. Provide the make and model number of fire station radio that First-In will be connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the District will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.
4. Provide the name, 24-hour telephone number and position of responsible party that can be contacted about each station's radio communication, public address, CAD and network equipment.
5. Ensure that the Master Control Unit (MCU) at each station is at all times plugged into the Westnet furnished UPS.
6. Ensure that the Master Control Unit (MCU) at each station is at all times plugged into the First-In Radio Isolation Unit.
7. Ensure that the radio antenna and lightning arrestor is installed, is installed per current engineering standards and that all lightning protection equipment is connected to a 5-ohm earth ground by a #6 or larger cable not exceeding eight (8) feet in length between the 5-ohm earth ground and the protected equipment.
8. To obtain service and repair for the Product, contact the Westnet Systems Group at 800-807-1700. A Systems Group representative will assign a Case Number and provide diagnostic assistance.
9. Provide all shipping costs of units to Westnet.

#### **WESTNET RESPONSIBILITIES:**

1. Category 1 and Category 2 (First-In CAD and Radio Interface and Automated Voice Dispatch Systems) - provide 24/7 technical support and on-site maintenance



2. Provide Westnet-owned spare equipment with Customer's programming for Category 1, Category 2 and Category 4.
3. Westnet will provide all parts and labor necessary to restore the Product to working order in accordance with factory specifications in effect at the time the Product was purchased. Westnet will repair or replace any malfunctioning component of the Product provided that the malfunction was not caused by an event excluded under this SOW. If Westnet elects to upgrade the Product rather than repair it, Westnet is under no obligation to upgrade other Products covered under this Agreement. Westnet will pay for shipping back to Customer.
4. Westnet may subcontract the services provided under this Agreement.
5. Provide all shipping costs of units to the District.

**SERVICE EXCLUSIONS AND CONDITIONS:**

1. This Agreement may in the sole opinion of Westnet exclude:
  - a. Service made necessary by accident, misuse, abuse, neglect, water damage or improper maintenance;
  - b. Replacement of missing parts, retrofits or upgrades.
  - c. Installation, repair or replacement of other systems of which the Product may be a part;
  - d. Services made necessary by any external cause, including fire, theft, acts of God, alteration, problems arising from software or hardware not supplied by Westnet, power failures, surges or shortages, lightning, or repairs by persons other than those authorized by Westnet to service the Product;
  - e. Service on Product purchase under and/or used outside of the fifty (50) United States and the District of Columbia;
  - f. Service on Westnet products not specifically named in this Agreement;
  - g. Service on third party products or service made necessary by use of incompatible or improperly operating third party products;
  - h. Service of Product on which the Westnet or First-In label or logo, rating label or serial number have been defaced or removed;
  - i. Modifications to the Product not approved in writing by Westnet.
  - j. Should Westnet elect to provide replacement parts, a hardware or software upgrade, retrofit, or any other service excluded under this SOW, such an occurrence shall be considered a one-time event that is not within scope of this SOW and in no way is Westnet obligated to continue to provide, support or warranty that service.
2. If District or any District representative, employee or subcontractor authorizes Westnet to perform any services excluded under this SOW, District agrees to pay standard repair fees for such work.
3. If a reported problem involves a technical support call or on-site visit and the problem is associated with systems connected to the alerting system (i.e. radio, network, CAD, public address), Westnet may charge the District for labor costs after three technical



support calls or two on-site calls if Westnet deems that the problem does not reside with the alerting system.

4. Westnet may service Customer-replaceable parts, by way of new or remanufactured replacement parts to District on an exchange basis. Upon receipt by the District of the replacement part, the original part becomes the property of Westnet, and shall be returned by District to Westnet or a Westnet representative. District shall pay Westnet the full retail value of the replacement part if Westnet does not receive the original part within ten (10) days after Customer's receipt of the replacement part.
5. Any Westnet-owned spares provided under this SOW are the property of Westnet. Any damage to a Westnet spare is not covered under this SOW and District shall pay for the repair or replacement of the spare.

**LIMITATION OF LIABILITY:**

1. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM LIABILITY OF WESTNET AND WESTNET'S SUBCONTRACTORS FOR DAMAGES RELATING TO THE SERVICES RENDERED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE INSURANCE LIMITS LISTED IN WESTNET'S CERTIFICATE OF INSURANCE, A COPY OF WHICH IS ATTACHED HERETO AND WHICH SHALL BE UPDATED WITHIN TEN (10) DAYS. IN NO EVENT SHALL THE LIMIT FOR GENERAL LIABILITY DECREASE WHILE THIS AGREEMENT IS IN EFFECT. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF LEGAL ACTION.
2. REPAIR, REPLACEMENT, OR REFUND OF THE MAINTENANCE AGREEMENT PRICE, ARE THE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT. WESTNET DISCLAIMS ALL IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATE LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE TERM OF THIS AGREEMENT.
3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WESTNET OR WESTNET'S SUBCONTRACTORS SHALL NOT BE LIABLE TO DISTRICT FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, DELAY IN FURNISHING SERVICES, OR FAILURE TO FURNISH SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA OR SOFTWARE, LOSS OF USE OR LOST PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF WESTNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THIS AGREEMENT GIVES THE DISTRICT SPECIFIC LEGAL RIGHTS, AND THE DISTRICT MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.



## ATTACHMENT B

# WESTNET, INC.

## STANDARD LIMITED WARRANTY

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

**Warranty Commencement Date:** When Westnet, or an authorized Westnet subcontractor, installs the Product, this Warranty shall commence upon the (1) first beneficial use of the Product by Customer, or (2) when installation is complete, whichever occurs first. In all other instances, this warranty commences upon delivery. This Limited Warranty is not extended if Westnet repairs or replaces the Product.

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

**Limitations/Exclusions:** This Limited Warranty applies only if Westnet confirms that the alleged defect or non-conformance exists and was not 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. ***This Limited Warranty does not cover the following:*** (1) Any parts and cabling used in the installation of a Product unless Westnet or an authorized Westnet subcontractor (and not Customer or a third party installation company) performs the complete installation, (2) Physical damage to the surface of the Product after its delivery to Customer, including cracks or scratches on the LCD or outside casing, (3) When the malfunction results from the use of this Product in conjunction with other products, or ancillary or peripheral equipment, and Westnet determines there is no fault with the Product itself, (4) Any defect or malfunction of the Product due to any communications software or device Customer may use with the Product, (5) Any damages to or defects in the delivered Products that are observable in a reasonable visual inspection ***unless*** a Claim is made in writing to Westnet within thirty (30) days after the date of delivery. This Limited Warranty does not cover loss or damage of any kind resulting from any delay in delivery.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND WESTNET'S STATUTORY WARRANTY OF GOOD TITLE, WESTNET MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT COVERED HEREBY, AND EXPRESSLY DISCLAIMS THE **IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY**



**QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR (SUBJECT TO THE INFRINGEMENT PARAGRAPH SET FORTH HEREIN) NONINFRINGEMENT OF PATENTS OR OTHER PROPRIETARY RIGHTS.** NO EMPLOYEE, AGENT OR REPRESENTATIVE OF WESTNET IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF WESTNET RELATING TO THE PRODUCTS EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN. WESTNET NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE PRODUCTS.

**Warranty Claims:** In order to make a Claim under this Limited Warranty, Customer must first notify Westnet in writing not more than one (1) year after the Warranty Commencement Date. Notice must be sent to: **Westnet, Attention Warranty Department, 15542 Chemical Lane, Huntington Beach, California 92649** or can be faxed to **(714) 901-5610**. Inquiries regarding this Limited Warranty can also be directed by phone to **(714) 548-3500**.

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

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

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

**INFRINGEMENT.** Westnet agrees to defend Customer and to pay (1) any damages award issued by a court of competent jurisdiction against Customer, and (2) direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Customer) as a result of any action brought against Customer, if and to the extent the action is based on a valid claim that any Product purchased by Customer under this Agreement infringes another person's U.S. patent, copyright, trade secret or trademark. Westnet will not have liability for, and Customer will defend Westnet against, and pay any damages awarded against Westnet and direct expenses, including reasonable attorneys' fees (but excluding any lost revenues, lost profits or other consequential economic damages of Westnet) to the extent the claimed infringement is based on or results in any material part from (a) any use of the Product other than in accordance with Westnet's published instructions, (b) any unauthorized modification or alteration of the Product, (c) any combination or use of the Product with any other product or system or technologies not supplied by Westnet; (d) Westnet's compliance with



Customer's design or specifications, or (d) any refusal to accept or use suitable modified or replacement Products provided by Westnet to avoid infringement. Westnet's obligations under this paragraph will be conditioned upon Customer promptly notifying Westnet in writing of the existence of any such claim, giving Westnet full authority to conduct the defense and settlement of the claim, at Westnet's expense and with counsel of Westnet's selection, and cooperating fully with Westnet and such counsel.

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