



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: WESTNET, INC.	DATE ISSUED:	DECEMBER 7, 2022
15542 CHEMICAL LANE	CONTRACT NO:	23-FIR-SLA-411
HUNTINGTON BEACH, CA 92649	CONTRACT TITLE:	MAINTENANCE OF EXISTING HARDWARE AND SOFTWARE FOR FIRE STATION ALERTING

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-FIR-SLA-411 including any attachments or amendments thereto.

EFFECTIVE DATE: NOVEMBER 10, 2022

EXPIRES: NOVEMBER 9, 2023

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE-YEAR CONTRACT.

COMMODITY CODE(S): 93609

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-FIR-SLA-411

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: DAWN MATHENY

VENDOR TEL. NO.: (714) 548-3500

EMAIL ADDRESS: DMATHENY@WESTNET-INC.COM

COUNTY CONTACT: TAYLOR MCFARLAND (FIRE)

COUNTY TEL. NO.: (703) 228-4235

COUNTY CONTACT EMAIL: TMCFARLAND@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title: Procurement Officer

Date: December 7, 2022



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 23-FIR-SLA-411

THIS AGREEMENT is made, on 12/7/2022, between **Westnet, Inc.**, 15542 Chemical Lane, Huntington Beach, California, 92649 ("Contractor") a California stock corporation authorized to do business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement

Exhibit A – Scope of Work

Exhibit B – Contract Pricing

Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)

Exhibit D – County Nondisclosure and Data Security Agreement (Individual)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide maintenance of existing hardware and software for fire station alerting. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on November 10, 2022 and must be completed no later than November 9, 2023 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement for not more than four (4) additional 12-month periods, from November 10, 2023 to November 9, 2027 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS (only applicable for the Additional Support Services)

The Hourly Rate will remain firm until December 9, 2023 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal.

Any Hourly Rate that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

7. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an approved invoice. All payments will be made from the County to the Contractor via ACH.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.

- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. *SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's

sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

20. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

21. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for

termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

22. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

24. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all

copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

25. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

26. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information"

includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit C&D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

27. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement 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.

28. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

30. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

31. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

33. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and

inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

34. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

35. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

36. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

37. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

38. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

39. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

40. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

41. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

42. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

43. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

44. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

45. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

47. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Dawn Matheny
15542 Chemical Lane
Huntington Beach, California 92649
Phone: (714) 548-3500
Email: DMatheny@westnet-inc.com

TO THE COUNTY:

Taylor McFarland, Project Officer
1425 N. Courthouse Road

Arlington, VA 22201
Phone: (703) 228-4235
Email: tmcfarland@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

49. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

50. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation – If there is a material change or reduction in or cancellation of the General Liability and Workers Compensation policies during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

52. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

WESTNET, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: Sy Gezachev
NAME: Sy Gezachev
TITLE: PROCUREMENT OFFICER
DATE: 12/7/2022

AUTHORIZED DocuSigned by:
SIGNATURE: Dawn Matheny
NAME: Dawn Matheny
TITLE: Chief Financial Officer
DATE: 12/7/2022

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT

(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Westnet, Inc. ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 23-FIR-SLA-411 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have security, and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

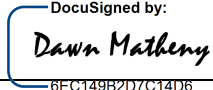
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  6EC149B2D7C14D6...

Printed Name and Title: Dawn Matheny Chief Financial Officer

Date: 12/7/2022

EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT

(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 23-FIR-SLA-411 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have security, and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses and running the latest version of an industry-standard virus protection program. I will also ensure that my user account and password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards, information security, and other best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure and Data Security Agreement* conflicts with the underlying

Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed:  6EC149B2D7C14D6

Printed Name: Dawn Matheny

Date: 12/7/2022

Witnessed:

Contractor's Project Manager:

Printed Name:

Date:

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

ARLINGTON COUNTY MAINTENANCE
AGREEMENT ****
EXHIBIT A
SCOPE OF WORK

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Introduction

This scope of this work is designed to cover only maintenance of existing hardware and software for fire station alerting.

Background

Westnet, Inc (Contractor) installed “*First-In*” fire station alerting system (“System”) at Arlington County facilities in 2004, and the County has relied upon it for the last 18 years. This statement of work provides clarity on the parties’ responsibilities for system management and maintenance of existing equipment.

System Purpose

The System is a multi-mode, Internet Protocol (IP) based, networked communications system linking the Computer Aided Dispatch (CAD) system used in the 911 Public Safety Answering Point (PSAP) at the Emergency Call Center (ECC), with the System in the fire stations they dispatch. When the CAD system recommends units to respond to emergencies, the System provides near instantaneous auditory and visual indication to personnel in fire stations on the alarm, location, and units to respond to the emergency. The System meets the National Fire Protection Association (NFPA) standard 1221 requiring constant electrical circuit supervision between the ECC and the System hardware in the fire stations. The System has multiple, redundant connections to the CAD system (IP, radio, Radio Frequency (RF), and telephone lines) to assure constant connectivity. There are multiple means at the ECC to activate fire stations, should there be a CAD disruption. System equipment in the fire station also provides the following functions within the building: public address; doorbell/visitor alert; and night-lighting along with the dispatch functions. When there are multiple response units assigned to a fire station, equipment in dormitories are configurable by firefighters so that only alarms for their unit wake them to the alarm.

Timely Communication

County and Contractor agree to respond to one another no more than 8 business days from receipt of any written communications (digital such as email, or physical letter). In the event any point of contact is unavailable for an extended period of time, a designated backup shall be responsible for ensuring timely communication requirements are met.

Hardware & Installation Services

Hardware requiring installation or relocation is out of scope for this maintenance agreement, and shall be covered by construction contracts with Westnet functioning as a subcontractor for any new construction work requiring Fire Station Alerting equipment.

Software Support & Maintenance

Provision of Westnet Software

Provided there is an active maintenance contract, Contractor shall upgrade and maintain as necessary, at no additional cost to the County, the system software covered under this agreement which has already been installed by the Contractor. Licensed standard software relating to operation of the Westnet First-In Alerting system, (hereto referred to as “Westnet Software”), includes:

Westnet Software Name	Software Purpose/Description	Version* (Primary/Secondary)
Alerting	Handles IP/Radio alerting workflows	3.5.27
CADI	Handles CAD IP interface	3.6.1.22
Event Service	Handles logging of FSAS events	1.0.0.15
Notification Service	Handles Endpoint communications	3.0.0.1
FS Alerting Endpoint	.exe application providing information to Endpoints in Stations	2.0.0.3
First Alerting Client Application	.exe application providing information to monitors in Dispatch	3.0.0.16

**Current Versioning reported July 2022.*

System Maintenance & Support

Contractor shall provide software maintenance for Westnet Software during the term of the agreement, specifically providing:

General

- 1) Upgrades, including new releases, to the software provided the County has a current maintenance agreement with Westnet.
- 2) Contractor shall be required to remedy any bugs or defects in Westnet software and provide Technical Support in accordance with **Table 1: Service Level Agreements and Prioritization**.
- 3) All servers must have an approved Anti-virus software purchased, updated and installed by County

Patching and Updates of Servers

The County is responsible for administration of updates and patches for non-Westnet Software, to ensure optimal working order of the system. Westnet shall remain responsible for updating all Westnet software, with approval of each new version of any software approved on a version basis to ensure appropriate patching and updating has been completed.

Required patching identified by the Contractor as of the time of this agreement, to maintain the software in a state of optimal working order includes:

Alerting System	Software Name	Version*
Primary	Windows 2016 Standard Server	10.0.14393
Primary	MS SQL Server 2014	2014
Primary	MS SSMS	17.9.1
Primary	MS .NET Framework	4.5.1
Secondary	Windows 2016 Standard Server	10.0.14393
Secondary	MS SQL Server 2014	2014
Secondary	MS SSMS	17.9.1
Secondary	MS .NET Framework	4.5.1

Secondary	MS Multi-Targeting Pack	4.5.2
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**Current Versioning reported July 2022. All patching and updates for future versions must be approved prior to deployment in accordance with the SCCM.*

Administration of patching and updates of servers shall include active research and monitoring of patches impacting all servers and software relied upon by the System, testing before deployment of any patches or updates, installation, as well as debugging and troubleshooting of any issues related to patching and updates of servers.

All patching and updating shall adhere to requirements described in Attachment: Information Security Requirements

Backup, Restoration, and Imaging of Servers

County shall maintain backups of all configurations, so that in the event of catastrophic failure of both primary and secondary servers, all servers can be restored within three hours of reporting System failure. Contractor shall ensure a backup is taken before any configuration changes to Westnet Software, to ensure no impact to operations when performing updates to configurations. All restoration of servers are subject to the Software Change Control Methodology (SCCM) described later in this document.

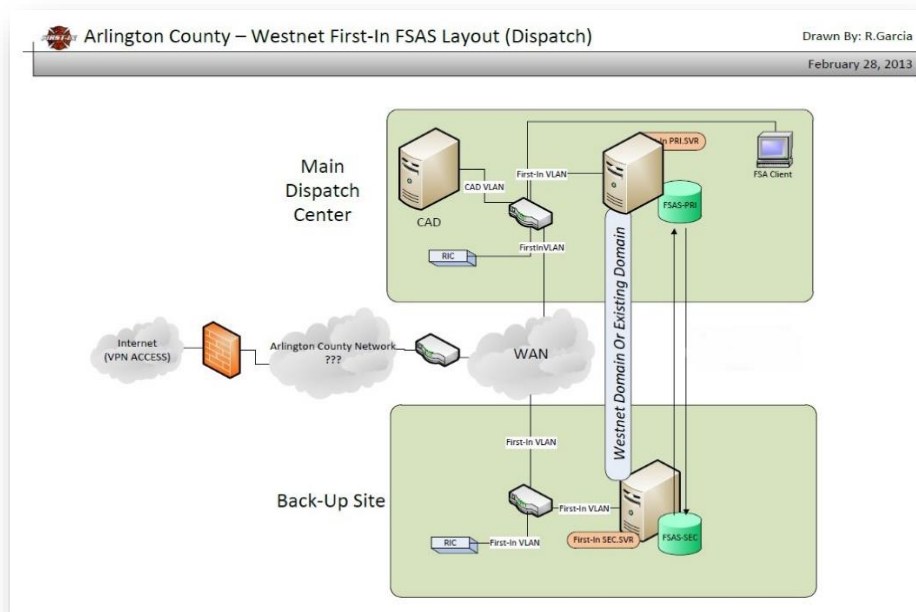
Test Environment

County shall be responsible for setting up and resourcing the test environment. Responsibilities for patching and software updates shall be the same as the production environment.

Test environment shall conform to the following specifications:

VM Component	Minimum Specification
CPU	Intel Xeon E3-1220 v5 3.0GHz
RAM	16GB
Hard Drive	2TB
Drive (Type/RPM/Interface)	SATA/7200/3Gbits
RAID level	RAID 1
Operating System Software	Windows 2016 Standard Server
Database Software	MS SQL Server 2014

Contractor shall work with County to ensure a Test Environment is set up and functional, in order to allow for routine testing, maintenance and appropriate best practices associated with deployment of software. System shall be based on existing architecture pictured below:



Releases & Updates

All future releases and updates for existing Westnet Software covered under this agreement shall be provided to the County in accordance with the SCCM. Future releases of Westnet Software must pass reliability testing in the test environment, and upon doing so, shall be deployed to the production system through coordination with Public Safety Information Technology (PSIT).

Release notes shall be provided for every release of any Westnet Software, and shall include:

1. All features and functionality
2. All fixes
3. All Improvements
4. Planned date for the next release (if available)

Information Security

Westnet will complete the attached Information Security Technical Questionnaire (Exhibit A) no later than 90 days from contract execution.

Custom Interfaces, Software Configuration and Custom Enhancements

Existing custom interface to Tiburon's Command CAD (version 2.9.1) or software configurations involving Westnet Software and/or third parties shall continue to function with new releases of Westnet software at no additional costs to the County. Any costs or required work to maintain existing functionality due to an upgrade or changes in Westnet Software shall be borne exclusively by the Contractor.

If changes are made to Tiburon Command CAD (version 2.9.1) or other 3rd party software that require changes or correction within Westnet Software that were not made by Westnet, in order to maintain existing functionality, the Contractor will charge the County at the standard hourly fees listed in **Exhibit B**. Before any work is performed, Contractor will obtain approval via the Software Change Control Methodology listed below.

Custom Enhancements shall include any additional modules or code base provided by the Contractor that function in conjunction with the Westnet Software to provide functionality not present in the existing configuration and version of Westnet Software. All Custom Enhancements shall be subject to review and approval by PSIT and the ACFDCO.

Software Change Control Methodology

All changes, except for ZIRD updates, to any Westnet Software require the Contractor to adhere to the Software Change Control Methodology (SCCM) listed below. In the event an emergency which requires work to be done on the system where time is of the essence, it shall be at the sole discretion of the ACFDCO, and if the ACFDCO is not available, the Logistics Battalion Chief, to authorize emergency work to be performed without using the SCCM, based on the guidance and expert judgement of the Vendor and County stakeholders.

For all non-emergencies, the Contractor shall adhere to the following 4-step methodology below for any changes or new functionality involving Custom Interfaces, Software Configuration, or Custom Enhancements for Westnet Software:

Requirements Development

1. Review of features, changes, and requirements with PSIT. Only items approved by the County Project Officer shall be included in Requirements Documentation (RD).
2. Preparation of RD, to include:
 - a. Detailed descriptions of the required feature
 - b. User Interface and User Design (UI/UX)
 - i. Screenshots of all impacted menus, screens and reports
 - ii. Written summary of impact to any business processes impacted by changes.

Design & Approval

1. Review of Design Documentation with County stakeholders.
2. Submission of completed RD to County Project Officer for review.
3. Provision of Level of Effort (LOE) based on requirements
 - a. All LOE's shall have a NTE (Not to Exceed) clause measured in hours to ensure accuracy in estimating.
4. RD is accepted and signed off by County Project Officer and ACFDCO.
 - a. No programming will be done by the Contractor until the formal sign-off and County's authorization to proceed in writing.

Build & Test

1. Functional Review & Configuration Approval of solution in development environment
 - a. Proof of Concept and validation of a functioning solution must be reviewed and approved by ACFD/ECC/PSIT personnel before deploying any solutions to the Production environment.
2. Contractor completes programming from RD and provides modified software to County or publishes software to the production environment in coordination with PSIT.
 - a. Any promotion of software to the Production environment requires: Prior approval from PSIT.
 1. Minimum 5 business days prior notice.
 2. Completion of promotion of software during an approved maintenance

window, established by PSIT.

Stabilization and Maintenance

1. Any changes must pass a 90-day reliability period in the production environment free of any bugs or defects to be considered successfully deployed.
2. Any bugs or defects that are identified by the County and unable to be proven by Contractor as the root cause of incident types considered Included Downtime according to the Down Time definitions within this agreement, shall be remedied at the expense of the Contractor.

Additional Work

The County shall provide the Contractor a scope of services for any additional work related to the Westnet system not covered by the existing scope of services. The Contractor shall provide quotes for the additional scope of services requested by the County, to Project Officer and, if approved by the Project Officer, this Agreement shall be amended by adding the new scope of service and signed by both parties.

Hardware and Infrastructure Support & Maintenance

Cabling

Westnet shall continue to be responsible for all cabling systems that it has installed. Westnet is responsible for the maintenance and warranty for all cabling infrastructure that supports the System, for the term of the contract. Repair of any cabling infrastructure or the repair replacement of equipment necessitated by third parties or unauthorized alterations of the cabling will be conducted according to the rates set forth in Exhibit B. This does not include damage or unnecessary cabling infrastructure costs caused by the Contractor, which Contractor is solely responsible for.

System Maintenance

The Contractor will provide all maintenance required to maintain the System at 99.95 % availability, based on the formula described under the definition of System Availability. Such maintenance will be on a schedule which is documented within the annual Maintenance Report and provided to the County by the Contractor.

1. Coordination of any on-site maintenance to be performed by approved Contractor personnel will be arranged with the County's ACFD Communications Officer (ACFDCO) as necessary, with a minimum of 5 days' notice prior to any preventative maintenance.
2. Coordination of any remote access maintenance to be performed by approved Contractor personnel will be arranged with PSIT with a minimum of 5 days' notice prior to any preventative maintenance.
3. The Contractor shall maintain equipment with Customer's programming at its Manassas, VA location.

Spare Equipment and Parts

Spare Parts Inventory Management & Administration

1. The Contractor shall service replaceable parts by replacing them with new parts or factory certified refurbished equipment. Upon receipt by the County of the new replacement part, the original part becomes the property of the Contractor, and shall be made available for them to retrieve at their convenience.
2. The Contractor will provide all parts and labor necessary to maintain System availability of 99.95% in accordance with Table 1 above. The Contractor will repair or replace any malfunctioning component of the System. Contractor shall determine if a malfunctioning component can be repaired or needs to be replaced.
3. Spare Parts shall be warehoused and stored at Contractor's location in Manassas.

Spare Part Costs

Any costs associated with spare parts is covered by the annual maintenance agreement payment. All parts shall have a one- year warranty from date of install (new and refurbished)

Service Level Agreement and Prioritization: System & Software Support

Contractor agrees to maintain minimum 99.95% System Availability (as defined in Exhibit E) and all Westnet Software. The acceptable System Availability will be 99.95% of the maximum expected availability over a given period. The System is expected to be available 24-hours a day, 7-days a week, 365 days per year (24/7/365).

Table 1: Service Level Agreement and Prioritization: System & Software Support

Priority Level	Contractor Availability	Response Time	Description
1	24/7/365 Including County Holidays	3-6 Hour Response Time If remote technical support is not successful, Contractor agrees to arrive on site within twenty-four (24) hours of this determination.	This priority level represents a significant issue that results in the inability to use the alerting systems: <ul style="list-style-type: none"> Station reports that is not receiving any form of an alert or there is no audio in a fire station Other failures that render the fire station MCU and more than five audio transmitting devices unusable. If System at ECC is out of service. Dorm remotes
2	11:00 AM to 8:00 PM EST, Monday- Friday (Excluding County Holidays)	2 Business Day Response	This priority level represents a moderate issue that restricts normal use of the alerting systems: <ul style="list-style-type: none"> Any non-essential Fire Station device reported inoperable. Reports of receiving other stations' or companies' alerts. Requests to increase fire station volume levels within fire department- approved parameters.
3	11:00 AM to 8:00 PM EST, Monday- Friday (Excluding County Holidays)	3 Business Day Response	This priority level represents minor or non-emergency issues that do not restrict normal use of the station alerting systems. <ul style="list-style-type: none"> Requests to decrease volume levels within fire department- approved parameters. Request programming, or voice-chip changes not related to AVD. Requests for additional training Other non-mission critical matters in the dispatch centers or fire stations. AVD Configuration and calibration

Service Exclusions and Conditions

1. This Agreement excludes:
 - a. Service made necessary by and mutually agreed to by both parties as accidental, misuse, tampering, abuse, neglect, water or electrical damage or maintenance conducted by unauthorized persons or third parties.
 - b. Installation, repair or replacement of products that are part of the System, that are not installed by Westnet as part of the System.
 - c. Contractor agrees to respond to a reported problem in the time frames outlined in the Service Level Agreements section, however, if the root cause of the problem is determined to not be related to the System, Contractor may charge the County for labor costs after three (3) technical support calls or two (2) on-site calls in an annual period, based on stated hourly rates, but only after notifying the County after each response that the call is not properly within the scope of this Agreement.
2. The County will not make modifications to the System
3. Should the Contractor encounter any difficulties with the County Responsibilities listed below, it will immediately contact the County's Project Officer in writing

County Responsibilities

The County agrees to:

1. County (PSIT staff) shall:

- a. Coordinate access for approved Contractor personnel to appropriate systems via remote access 24/7/365.
- b. Ensure remote access 24/7/365 to the Contractor monitor computer in the ECC and fire stations. Contractor's time requirements are tracked on a day-for-day basis for outstanding requests for information or clarification to be answered by the County or County third-party or restoring a County-provide system to proper operation.
- c. Respond to pages from public safety personnel involving Westnet systems and notify ACFDCO and Contractor accordingly.
- d. Arlington County agrees to provide and maintain an operating 24/7/365 VPN with IP access to the stations 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 (First-In) equipment. The VPN must be operating, and the Customer must allow Westnet to test the VPN prior to the commencement of this Agreement. Failure on behalf of Arlington County to maintain an active VPN will delay Westnet response time and recategorize Service Measures as Low until VPN access is restored. Should Arlington County fail to restore VPN access within three business days and Westnet be required to provide onsite service for Incidents that would otherwise have been resolved over VPN, Westnet may, at its sole discretion, invoice Arlington County for the travel and onsite service at contract rates.

2. The ACFDCO or ECC personnel shall be responsible for:

- a. Notifying Contractor with any problems with the System by calling the Westnet Systems Group at 1-800- 807-1700 (Contractor's call center).
- b. Provide the Contractor with code-access to the stations for approved Contractor personnel and log any access by Contractor personnel to any Fire Stations.
- c. Arlington County shall make no modifications to the System without obtaining approval from Westnet in writing.
- d. Designated Arlington County personnel will notify Contractor of any Incidents by calling Contractor at (800) 807-1700 or by submitting a ticket via the then-approved ticketing system provided by Contractor.
- e. Arlington County will continue to provide the make and model number of the fire station radio the System is connected to for the source of dispatch audio. If there are any connections to this radio other than the outside antenna and the power source, the County will provide a diagram showing the method of connection, connector pins used, signals obtained from the radio and signals sent to the radio by the fire station equipment.
- f. County will provide Contractor with either code-access to the stations or an escort that is available 24/7/365 and within one (1) hour of notice of an onsite visit. If training, badges or background checks are required any time during the term, County agrees to pay for such costs.
- g. If applicable, provide the make and model number of fire station amplifier, type of connectors used by fire alerting input, input impedance and the necessary audio level to drive station amplifier.
- h. Provide a description of station control circuits (e.g., lighting, door openers, gas shut-off) and the number of circuits to be controlled by the Control Remote.
- i. Ensure that the MCU at each station is always plugged into the Contractor supplied online fulltime UPS.
- j. Ensure that the MCU at each station is always plugged into the First-In Radio Isolation Unit. Contractor will exclude from this Agreement the repair of any equipment not properly connected to the Radio Isolation Unit.

3. DES and/or DTS personnel shall be responsible for the following:

- a. 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.
- b. To assist and work with Contractor to identify issues with non-county owned or operated network infrastructure that may impact the System.
- c. Arlington County is responsible for inspecting, servicing, and maintaining the following systems that Westnet utilizes, and for troubleshooting said systems:
 - i. Electrical Systems (including grounding)
 - ii. Network Infrastructure owned and operated by the County
 - iii. CAD system performance
 - iv. Radios and the radio system (including outside antennas)
 - v. Telephone systems (including providing ringing voltage)

ARLINGTON COUNTY, VIRGINIA**AGREEMENT NO. 243-11****EXHIBIT B "PRICING"****Annual Maintenance Cost**

The pricing below shall cover all maintenance as defined within Exhibit A, and is as follows:

Term	Cost
August 2, 2022 -August 1, 2023	\$145,238.19
August 2, 2023-August 1, 2024	\$149,595.34
August 2, 2024 -August 1, 2025	\$154,083.20
August 2, 2025-August 1, 2026	\$158,705.69
August 2, 2026 -August 1, 2027	\$163,466.86

Annual Cost is subject to change to reflect the addition or removal of equipment or services mutually agreed upon by both parties.

Additional Support Services

Additional support services shall be made available by the Contractor at the request of the County according to the specially negotiated rates below:

Role/Service	Hourly Rate
On-Site Technician I	\$225.00
On-Site Technician II	\$200.00
Remote Technical Assistance Technician I	\$200.00
Remote Technical Assistance Technician II	\$185.00
Software Programming (Jr. Developer)	\$200.00
Software Programming (Sr. Developer)	\$225.00
Fire Station Alerting System Design Services	\$250.00
Standard Programming	\$250.00
Technician- Lead	\$225.00
Custom Programming & Testing Services	\$350.00
Fire Station Alerting System Installation-Project Management	\$250.00
Overtime, After Hours and Holidays Rates	\$337.50

Additional Work

The County shall provide the Contractor a scope of services for any additional work related to the Westnet system not covered by the existing scope of services. The Contractor shall provide quotes for the additional scope of services requested by the County, to Project Officer and, if approved by the Project Officer, this Agreement shall be amended by adding the new scope of service and signed by both parties.