



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 3

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1217469
 Procurement Type: Central Master Agreement
 Vendor ID: 000000176550
 Legal Name: PATH MASTER INC
 Alias/DBA:
 Total Bid: \$96,950.00
 Response Date: 07/10/2023
 Response Time: 16.07
 Responded By User ID: Halle.VanScoyPMI
 First Name: Halle
 Last Name: VanScoy
 Email: halle.vanscoy@pathmasterin
 Phone: 330-425-4994

SO Doc Code: CRFQ
 SO Dept: 0803
 SO Doc ID: DOT2300000150
 Published Date: 6/27/23
 Close Date: 7/13/23
 Close Time: 13:30
 Status: Closed
 Solicitation Description: Wireless Routers and Modems in Signal and ITS Traffic System
 Total of Header Attachments: 3
 Total of All Attachments: 3

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------------------------|----------|------------|------------|-----------------------------|
| 1 | ATT&T FIRST NET WIRELESS ROUTER | 50.00000 | EA | 928.000000 | 46400.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222628 | | | |

Commodity Line Comments:

Extended Description:

ATT&T FIRST NET WIRELESS ROUTER

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|----------|------------|------------|-----------------------------|
| 2 | ATT&T FIRST NET COMPATIBLE WIRELESS ROUTER POWER SUPPLY | 50.00000 | EA | 32.000000 | 1600.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222628 | | | |

Commodity Line Comments:

Extended Description:

ATT&T FIRST NET COMPATIBLE WIRELESS ROUTER POWER SUPPLY

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|------------|-----------------------------|
| 3 | 5-IN-1 LOW PROFILE VANADAL RESISTANT RADIO ANTENNA | 50.00000 | EA | 273.000000 | 13650.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222628 | | | |

Commodity Line Comments:

Extended Description:

5-IN-1 LOW PROFILE VANADAL RESISTANT RADIO ANTENNA

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|----------------------------------|---------|------------|------------|-----------------------------|
| 4 | HARDENED MANAGED ETHERNET SWITCH | 0.00000 | EA | 970.000000 | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222628 | | | |

Commodity Line Comments:

Extended Description:

HARDENED MANAGED ETHERNET SWITCH

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------------|----------|------------|------------|-----------------------------|
| 5 | CELLULAR DATA MODEM | 40.00000 | EA | 737.000000 | 29480.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222628 | | | |

Commodity Line Comments:

Extended Description:

CELLULAR DATA MODEM FOR ITS TRAFFIC SYSTEM

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------|----------|------------|------------|-----------------------------|
| 6 | 56K Wired Modems | 30.00000 | EA | 194.000000 | 5820.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222628 | | | |

Commodity Line Comments:

Extended Description:

56k Wired Modems



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Info Technology

| | | | |
|--|----------------------------|-------------------------|---------------------------------|
| Proc Folder: 1217469 | | | Reason for Modification: |
| Doc Description: Wireless Routers and Modems in Signal and ITS Traffic System | | | |
| Proc Type: Central Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2023-06-27 | 2023-07-13 13:30 | CRFQ 0803 DOT2300000150 | 1 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000 000 176550

Vendor Name : Path Master, Inc.

Address : 1960
Street : Midway Drive
City : Twinsburg
State : OH **Country :** USA **Zip :** 44087

Principal Contact : Halle Van Scoy

Vendor Contact Phone: 330-425-4994 **Extension:** 114

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor
 Signature X *Halle Van Scoy* FEIN# 34-1233777 DATE 7/10/23

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH to establish an open-end contract for Wireless Routers and Cellular Data Modems for the Traffic Signal Systems (TSS) and Intelligent Transportation Systems (ITS). Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV US | | DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - SIGNAL MAINTENANCE 180 DRY BRANCH DR CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------------------|----------|------------|------------|-------------|
| 1 | ATT&T FIRST NET WIRELESS ROUTER | 50.00000 | EA | \$928.00 | \$46,400.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|--------------------|
| 43222628 | Sierra Wireless | | RV55 LTE-A 1104302 |

Extended Description:

ATT&T FIRST NET WIRELESS ROUTER

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV US | | DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - SIGNAL MAINTENANCE 180 DRY BRANCH DR CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 2 | ATT&T FIRST NET COMPATIBLE WIRELESS ROUTER POWER SUPPLY | 50.00000 | EA | \$32.00 | \$1,600.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|---------|
| 43222628 | Sierra Wireless | | 2000579 |

Extended Description:

ATT&T FIRST NET COMPATIBLE WIRELESS ROUTER POWER SUPPLY

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV US | | DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - SIGNAL MAINTENANCE 180 DRY BRANCH DR CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 3 | 5-IN-1 LOW PROFILE VANADAL RESISTANT RADIO ANTENNA | 50.00000 | EA | \$273.00 | \$13,650.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|---------|
| 43222628 | Sierra Wireless | | 6001275 |

Extended Description:
5-IN-1 LOW PROFILE VANADAL RESISTANT RADIO ANTENNA

| INVOICE TO | | SHIP TO | |
|--|--|--|--|
| DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV US | | DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - SIGNAL MAINTENANCE 180 DRY BRANCH DR CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------------|----------|------------|------------|-------------|
| 4 | HARDENED MANAGED ETHERNET SWITCH | 50.00000 | EA | \$970.00 | \$48,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222628 | Comnet | | CNGE5MS |

Extended Description:
HARDENED MANAGED ETHERNET SWITCH

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON US | | DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - SIGNAL MAINTENANCE 180 DRY BRANCH DR CHARLESTON US | |
| | WV | | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------|----------|------------|------------|-------------|
| 5 | CELLULAR DATA MODEM | 40.00000 | EA | \$737.00 | \$29,480.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|-----------------|---------------|---------------|
| 43222628 | Sierra Wireless | | RVX50 1103052 |

Extended Description:
CELLULAR DATA MODEM FOR ITS TRAFFIC SYSTEM

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON US | | DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - SIGNAL MAINTENANCE 180 DRY BRANCH DR CHARLESTON US | |
| | WV | | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|----------|------------|------------|-------------|
| 6 | 56K Wired Modems | 30.00000 | EA | \$194.00 | \$5,820.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222628 | US Robotics | | 568GG |

Extended Description:
56k Wired Modems

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|-------------------------------|-------------------|
| 1 | Tech Questions due by 10:00am | 2023-07-06 |

| | Document Phase | Document Description | Page 5 |
|---------------|----------------|---|-----------|
| DOT2300000150 | Final | Wireless Routers and Modems in Signal and ITS Traffic System | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Communications: Wireless Routers and Cellular Data Modems
DOT23*75 (8523C3007)

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH to establish an open-end contract for Wireless Routers and Cellular Data Modems for the Traffic Signal Systems (TSS) and Intelligent Transportation Systems (ITS).

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 “WVDOH”** means West Virginia Division of Highways.
 - 2.5 “LED”** means Light-Emitting Diode.
 - 2.6 “APL”** means Approved Products List.
 - 2.7 “TSS”** means Traffic Signal Systems.
 - 2.8 “ITS”** means Intelligent Transportation Systems.
 - 2.9 “DMS”** means Dynamic Message Sign.
 - 2.10 “CCTV”** means Closed Circuit Television.
 - 2.11 “RWIS”** means Road Weather Information System.
 - 2.12 “RGB”** means Red-Green-Blue (Full-Color).
 - 2.13 “LVDB”** means Low-Voltage-Distribution-Board.

REQUEST FOR QUOTATION
Communications: Wireless Routers and Cellular Data Modems
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- 2.14 "NEMA" means National Electrical Manufacturers Association.
- 2.15 "AASHTO" means American Association of State Highway and Transportation Officials.
- 2.16 "NTCIP" means National Transportation Communications for Intelligent Transportation System Protocol.
- 2.17 "VF" means Vanguard Fixed.
- 2.18 "VFC" means Vanguard Fixed Controller.
- 2.19 "RPM" means Revolutions Per Minute.
- 2.20 "VAC" means Voltage Alternating Current.
- 2.21 "VDC" means Voltage Direct Current.
- 2.22 "AC" means Alternating Current.
- 2.23 "DC" means Direct Current.
- 2.24 "CAN" means Controller Area Network.
- 2.25 "UPS" means Uninterruptible Power Supply.
- 2.26 "VA" means Volt-Ampere.
- 2.27 "W" means Watt.
- 2.28 "V" means Volt.
- 2.29 "A" means Amps (Amperes).
- 2.30 "I/O" means Input/Output.
- 2.31 "in" means inches.
- 2.32 "LTE" means Long-Term Evolution.

REQUEST FOR QUOTATION
Communications: Wireless Routers and Cellular Data Modems
DOT23*75 (8523C3007)

- 2.33 **"SIM"** means Subscriber Identity Module.
- 2.34 **"IP"** means Internet Protocol.
- 2.35 **"IEC"** means International Electrotechnical Commission.
- 2.36 **"DSP"** means Digital Signal Processing.
- 2.37 **"HSPDA"** means High-Speed Downlink Packet Access.
- 2.38 **"mm"** means millimeter.
- 2.39 **"CCD"** means Charged-Coupled Device.
- 2.40 **"NTSC"** means National Television System Committee.
- 2.41 **"ID"** means Identity Document.
- 2.42 **"AGC"** means Automatic Gain Control.
- 2.43 **"dB"** means decibel.
- 2.44 **"dBi"** means decibels-isotropic.
- 2.45 **"Hz"** means hertz.
- 2.46 **"K"** means kelvin.
- 2.47 **"psi"** means pounds per square inch.
- 2.48 **"F"** means Fahrenheit.
- 2.49 **"C"** means Celsius.
- 2.50 **"lbs"** means pounds.
- 2.51 **"g"** means gram.
- 2.52 **"mph"** means miles per hour.
- 2.53 **"MiMo"** means multiple-input, multiple-output.

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2.54 "NEMO" means Network Mobility.

2.55 "MHz" means megahertz.

2.56 "SMA" means Sub-Miniature version A.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Contract Item # 1- AT&T FirstNet-Compatible Wireless Routers or Equal

3.1.1.1 Contract Item #1 shall be an AT&T FirstNet-compatible wireless router, a Cradlepoint model #IBR900-1200-M-B or a Sierra Wireless model #RV55-1104302(WiFi), it shall be listed on the WVDOT APL and can be found at:

<https://transportation.wv.gov/highways/mcst/Documents/2020%20APL/Traffic/APL-ATT-FirstNet-Compatible-Wireless-Routers-Revised-06-14-2021.pdf?csf=1&e=rA92Nx>

3.1.2 Contract Item # 2- AT&T FirstNet-Compatible Wireless Routers Power Supplies or Equal

3.1.2.1 Contract Item #2 shall be the associated power supply and line cord for Contract Item #1, it shall be a Cradlepoint model (power supply, 12 VDC, 5.5A, 2X2 NLC, line cord 125 VAC, 10A, NA, C7, 1.8 M) or a Sierra Wireless model (AC power adapter, 0-12 VDC, 1.5A, Part #2000579), it shall be listed on the WVDOT APL and can be found at:

<https://transportation.wv.gov/highways/mcst/Documents/2020%20APL/Traffic/APL-ATT-FirstNet-Compatible-Wireless-Routers-Revised-06-14-2021.pdf?csf=1&e=rA92Nx>

REQUEST FOR QUOTATION
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DOT23*75 (8523C3007)

3.1.3 Contract Item # 3- 5-in-1, Low-Profile, Vandal-Resistant Antennae or Equal

3.1.3.1 Contract Item #3 shall be a 5-in-1, low-profile, vandal-resistant antenna, a Panorama Antennas model (LOW PROF, MIMO, 2/3/4G+WiFi+GPS, 1m, SP/SPRV, Part #LGAM-7-27-24-58-1S) or a Sierra Wireless model (5-in-1, Dome, RV55, Part #6001275), it shall be listed on the WVDOT APL and can be found at:

<https://transportation.wv.gov/highways/mcst/Documents/2020%20APL/Traffic/APL-ATT-FirstNet-Compatible-Wireless-Routers-Revised-06-14-2021.pdf?csf=1&e=rA92Nx>

3.1.4 Contract Item # 4- Hardened Managed Ethernet Switch or Equal

3.1.4.1 Contract Item #4 shall be a hardened, managed, five-port Ethernet switch, a Comnet model #CNGE5MS or equivalent.

3.1.5 Contract Item # 5- Cellular Data Modems or Equal

3.1.5.1 Contract Item #5 shall be a cellular data modem, a Cradlepoint model #COR-IBR-650C or a Sierra Wireless model #RV50X, it shall be listed on the WVDOT APL and can be found at:

<https://transportation.wv.gov/highways/mcst/Documents/2020%20APL/Traffic/2-10-2020%20Cellular%20Data%20Modem.pdf>

3.1.6 Contract Item # 6- 56K Wired Modems or Equal

3.1.6.1 Contract Item #6 shall be a 56K wired modem, a US Robotics 56K Serial Controller Faxmodem (Model #5686G) or an Econolite 56K Industrial Modem (Part #34975G1) or equivalent.

REQUEST FOR QUOTATION
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DOT23*75 (8523C3007)

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling out the items for which they will be bidding and only the items for which they can supply. The vendor shall complete the Pricing Pages by providing a unit price for each item listed. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:
Joshn.W.Estep@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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Communications: Wireless Routers and Cellular Data Modems
DOT23*75 (8523C3007)

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within forty-five (30) working days after orders are received. Vendor shall deliver emergency orders within three (3) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Halle Van Scoy
Telephone Number: 330-425-4994
Fax Number: 330-425-9338
Email Address: halle.vanscoy@pathmasterinc.com

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of One year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to 3 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: 1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: 1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Halle Van Scoy, Vice President

(Address) 1960 Midway Drive Twinsburg OH 44087

(Phone Number) / (Fax Number) 330-425-4994 / 330-425-9338

(Email address) halle.vanscoy@pathmasterinc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Path Master, Inc.

(Company)

Halle Van Scoy

(Signature of Authorized Representative)

Halle Van Scoy, Vice President July 10, 2023

(Printed Name and Title of Authorized Representative) (Date)

330-425-4994 / 330-425-9338

(Phone Number) (Fax Number)

halle.vanscoy@pathmasterinc.com

(Email Address)



AirLink® RV55 Rugged LTE-A Pro Router

BENEFITS

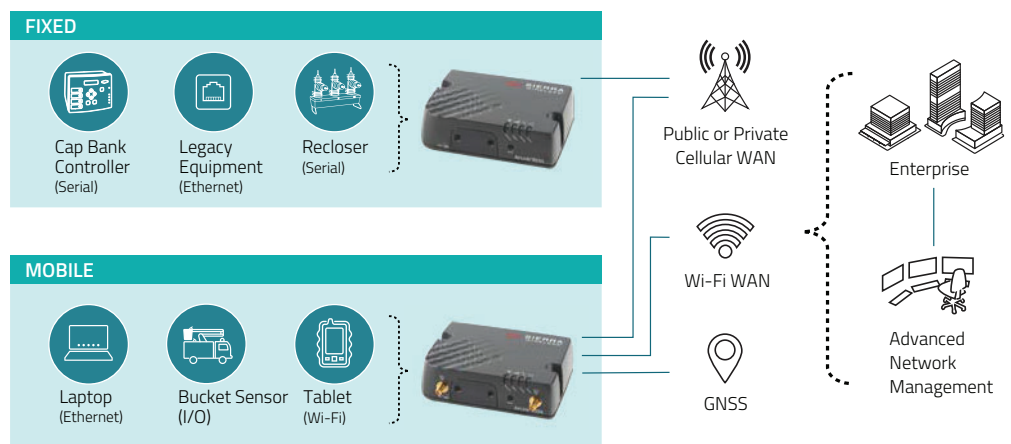
- Centrally managed, secure LTE broadband connectivity for both remote fixed or vehicle applications in harsh environments
- Ultra-Low Power consumption, ideal for solar or battery powered installations.
- Connect your field workers and devices with flexible dual Wi-Fi, and ethernet
- Reduces complexity in connecting legacy equipment with dual-serial, ethernet, and multi-protocol support
- Powerful remote cloud-based or on-premises management solutions
- Proven reliability and over 3 million AirLink routers and gateways deployed
- Peace of mind - included 3-year warranty, direct 24/7 support, and device management access¹

Compact, Industrial Grade, Low Power LTE-Advanced Connectivity

The AirLink® RV55 is the industry's most rugged, compact, LTE-Advanced Pro router. Simple to install, and easy to manage, the RV55 router is designed for connecting critical remote assets, infrastructure, and vehicle fleets. The RV55 is especially well suited for applications in energy, utilities, smart city and public safety. The RV55 provides real-time remote connectivity for SCADA, distribution management systems and metering.

The RV55 high-performance LTE-Advanced Pro connectivity, Wi-Fi and GNSS and location-based applications and dual connectivity for vehicle fleets and mobile workforce. An LTE-M/NB-IoT variant is perfectly suited for hard to reach conditions.

The RV55 supports an extensive range of LTE bands worldwide, and its LTE-Advanced Pro capabilities deliver up to 600 Mbps downlink speeds. The RV55 also supports new unlicensed LTE bands (eg. CBRS) to support dedicated Private LTE service.



RV55

| | North America | Global | Global |
|-------------------------------------|--|--|---|
| | LTE-A Pro | | LTE-M/ NB-IoT |
| LTE CATEGORY | Cat 12 | | Cat M1/NB1 |
| Peak D/L | (Up to 600 Mbps DL) | | Cat-M1: 300kbps Cat-NB1: 27kbps |
| Peak U/L | (Up to 150 Mbps UL) | | Cat-M1: 375kbps Cat-NB1: 65kbps |
| 4G LTE Frequency Bands | 2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 2600(B7), 900(B8), 1800(B9), 700(B12), 700(B13), 700(B14), 850(B18), 850(B19), 800(B20), 850(B26), 700(B29), 2300(B30), 1500(B32), TDD B41, TDD B42, TDD B43, TDD B46, CBRS B48, 1700(B66) | 2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 2600(B7), 900(B8), 1800(B9), 700(B12), 700(B13), 850(B18), 850(B19), 800(B20), 850(B26), 700(B28), 700(B29), 2300(B30), 1500(B32), TDD B41, TDD B42, TDD B43, TDD B46, CBRS B48, 1700(B66) | 2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 900(B8), 700(B12), 700(B13), 700(B17), 850(B18), 850(B19), 800(B20), 850(B26), 700(B28) |
| 3G HSPA/HSPA+ Frequency Bands* | 2100(B1), 1900(B2), AWS(B4), 850(B5), 800(B6), 900(B8), 1700(B9), 850(B19) | 2100(B1), 1900(B2), AWS(B4), 850(B5), 800(B6), 900(B8), 1700(B9), 850(B19) | |
| 2G EDGE/GSM/GPRS Frequency Bands | | | 850, 900, 1800, 1900 |
| APPROVALS | | | |
| Regulatory | FCC, IC, PTCRB | GCF, CE, RCM | FCC, IC, PTCRB, GCF, CE, RCM |
| Carrier | Verizon, AT&T | Planned: Telstra | Planned: Verizon, AT&T |
| PART NUMBER | 1104303 | 1104332 | 1104333 |
| Regulatory | 1104302 (Wi-Fi) | 1104331 (Wi-Fi) | |

| | Specification |
|---------------------|--|
| HOST INTERFACES | 10/100/1000 Ethernet (RJ45) RS-232 serial port (DB-9) USB 2.0 Micro-B Connector 3 SMA antenna (cellular, diversity, Active GNSS) 2 RP-SMA antenna (1x1 Wi-Fi, Optional) LTE-M/NB-IoT: 1 SMA (cellular) only, no GNSS or Wi-Fi Active GPS antenna support |
| Wi-Fi (Optional) | Dual Band 2.4/5GHz Wi-Fi Dual Radio, 802.11 b/g/n/ac (Wave2 Client Mode) Support for 10 clients, WPA2 Enterprise per radio Output power 16dBm Configurable as Dual Band Access Point (AP) or AP+Client Mode Single SSID Support per radio Captive Portal |
| INPUT/OUTPUT | Configurable I/O pin on power connector <ul style="list-style-type: none"> Digital Input ON Voltage: 2.7 to 36 VDC Configurable Pull-up for dry contact input Digital Open Collector Output > sinking 500 mA Analog Input: 0.5-36 VDC |
| LAN (ETHERNET/USB) | DHCP Server IP Passthrough VLAN Host Interface Watchdog PPPoE |
| SERIAL | TCP/UDP PAD Mode Modbus (ASCII, RTU, Variable) PPP DNP3 Interoperability Dual Serial option (with an accessory) |
| NETWORK AND ROUTING | Network Address Translation (NAT) Port Forwarding Policy Routing NEMO/DMNR VRRP Reliable Static Route Dynamic DNS Verizon PNTM IPv6 Gateway |

| | Specification |
|-----------------------------|---|
| SATELLITE NAVIGATION (GNSS) | 30 Channel GPS and GLONASS Receiver Acquisition Time: 1 s Hot Start Accuracy: <2 m (50%), <5 m (90%), <0.2 m/s Tracking Sensitivity: -160 dBm Reports: NMEA 0183 V3.0, TAIP, RAP, XORA Multiple Redundant Servers Reliable Store and Forward |
| SECURITY | Remote Authentication (LDAP, RADIUS, TACACS+, DMZ) Inbound and Outbound Port filtering Inbound and Outbound Trusted IP MAC Address Filtering PCI compatible Secure Firmware Update |
| NETWORK MANAGEMENT | Secure mobile network & asset management application available in the cloud or licensed platform in the enterprise data center Fleet wide firmware upgrade delivery Router configuration and template management Router staging over the air and local Ethernet connection Over-the-air software and radio module firmware updates Device Configuration Templates Configurable monitoring and alerting Remote provisioning and airtime activation (where applicable) |
| ROUTER MANAGEMENT | ALMS Local web user interface AT Command Line Interface (Telnet/SSH/Serial) SMS Commands SNMP |
| EVENTS ENGINE | Custom event triggers and reports Configurable interface, no programming Event Types: Digital Input, Network Parameters, Data Usage, Timer, Power, Device Temperature and Voltage Report Types: RAP, SMS, Email, SNMP Trap, TCP (Binary, XML, CSV) Event Actions: Drive Relay Output |

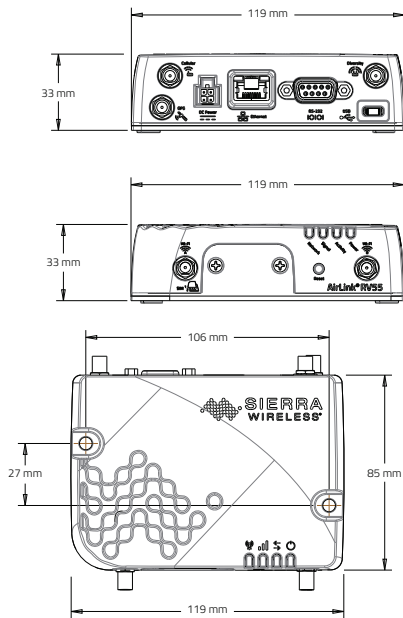
AirLink® RV55 Rugged LTE-A Pro Router

| | |
|------------------------------|--|
| VPN | IPsec, GRE, and OpenVPN Client Up to 5 concurrent tunnels Split Tunnel Dead Peer Detection (DPD) FIPS 140-2 compatible |
| APPLICATION FRAMEWORK | ALEOS Application Framework (AAF) Lua Scripting Language |
| POWER | Input Voltage: 7 to 36 VDC LTE Idle Power: 900mW (75 mA @ 12VDC) Standby Mode Power: 53 mW (4.4 mA @ 12 VDC) triggered on low voltage, I/O or periodic timer Low voltage disconnect to prevent battery drain Built-in protection against voltage transients including 5 VDC engine cranking and +200 VDC load dump Ignition Sense with time delay shutdown Configurable features and ports to optimize power consumption |
| DIMENSIONS | 119 mm x 33 mm x 85 mm (102 mm including wi-fi connectors) 4.69 in x 1.34 in x 3.35 in (3.70 in including connectors) Weight: 320 g |

| | |
|--------------------------------|--|
| ENVIRONMENTAL | Operating Temperature: -40°C to +70°C / -40°F to +158°F Operating Temperature (Wi-Fi variant): -30°C to +70°C / -22°F to +158°F Storage Temperature: -40°C to +85°C / -40°F to +185°F Humidity: 95% RH @ 60°C Military Spec MIL-STD-810G conformance to shock, vibration, thermal shock, and humidity IP64 rated ingress protection |
| INDUSTRY CERTIFICATIONS | Safety: IECCE Certification Bodies Scheme (CB Scheme), UL 60950 Vehicle Usage: E-Mark (UN ECE Regulation 10.04), ISO7637-2, SAE J1455 (Shock & Vibration) Hazardous Environments: Class 1 Div 2 Environmental: RoHS, REACH, WEEE |
| SUPPORT AND WARRANTY | Includes 1st Year AirLink Complete: <ul style="list-style-type: none"> AirLink Management Service (ALMS) Direct 24/7 Technical Support 3-year standard warranty; optional 2-year warranty extension 1-day Accelerated Hardware Replacement available through participating resellers |
| ACCESSORIES | In the Box: DC Power Cable, and Quick Start Guide 2000579 AC Adapter, 12VDC 6000659 DIN Rail Mounting Brackets 6001110 Cellular Paddle Antenna 6001111 Wi-Fi 2.4/5GHz Paddle Antenna See website for more antenna options. |

*For carrier specific band support please refer to the hardware user guide.

DIMENSIONS



AirLink Networking Solution - Related Products

AIRLINK NETWORK MANAGEMENT SOLUTIONS

AIRLINK MANAGEMENT SERVICE (ALMS)



- Secure, Cloud-based network and asset management
- Remotely deploy, configure, monitor and manage AirLink devices
- Carrier-grade, high availability, secure, global infrastructure

AIRLINK MANAGER / MOBILITY MANAGER (AM/AMM)



- Deployable in the enterprise data center (on-premises) or in the cloud
- Advanced, end-to-end network and asset management for both fixed and mobile networks.
- Remote, real-time configuration, control and troubleshooting of AirLink devices

AIRLINK VPN APPLIANCE

AIRLINK CONNECTION MANAGER



- VPN appliance built from the ground up for Airlink routers & gateways
- Simplify deployment and management of your VPN solution, extending the enterprise to the network edge for fixed and mobile endpoints
- Carrier agnostic – ACM doesn't require fixed and/or public IP
- Compatible with FIPS 140-2, and always-onVPN capability

About Sierra Wireless

Sierra Wireless (NASDAQ: SWIR) (TSX: SW) is an IoT pioneer, empowering businesses and industries to transform and thrive in the connected economy. Customers Start with Sierra because we offer a device-to-cloud solution, comprised of embedded and networking solutions seamlessly integrated with our IoT services. OEMs and enterprises worldwide rely on our expertise in delivering fully integrated solutions to reduce complexity, turn data into intelligence and get their connected products and services to market faster. Sierra Wireless has more than 1,400 employees globally and operates R&D centers in North America, Europe and Asia. For more information, visit www.sierrawireless.com.

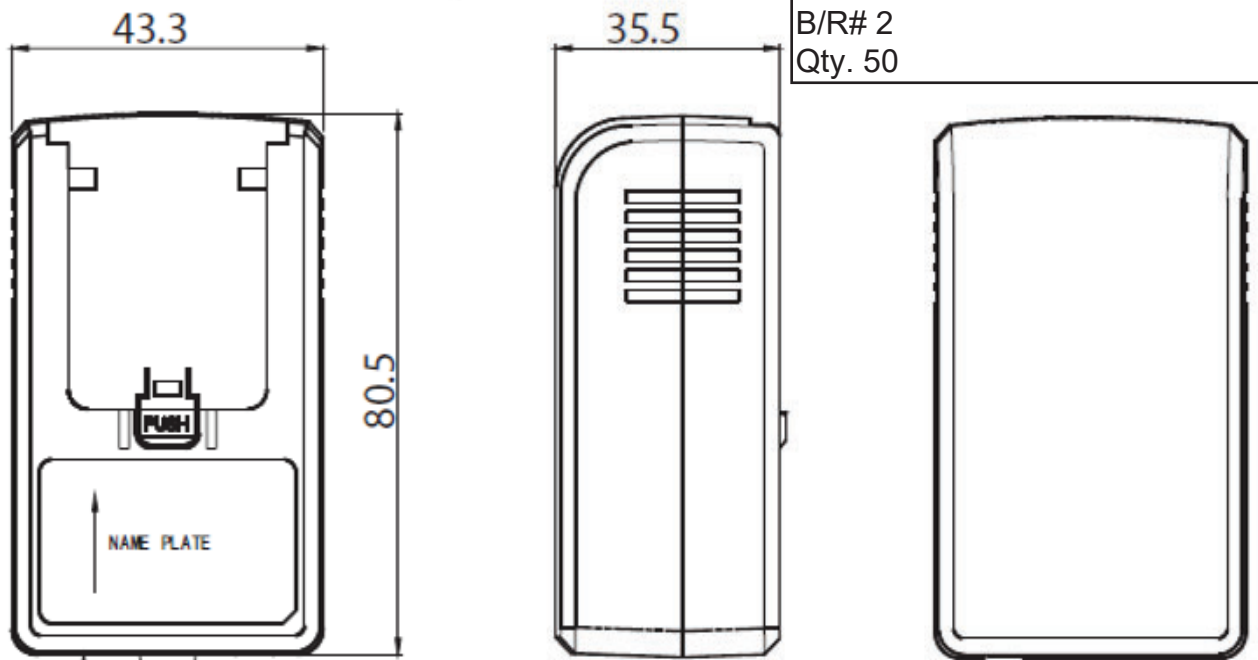
For more information, visit www.sierrawireless.com.

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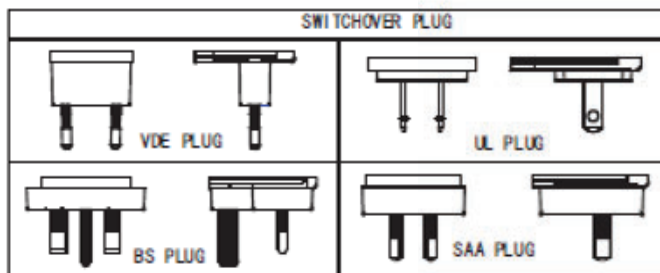
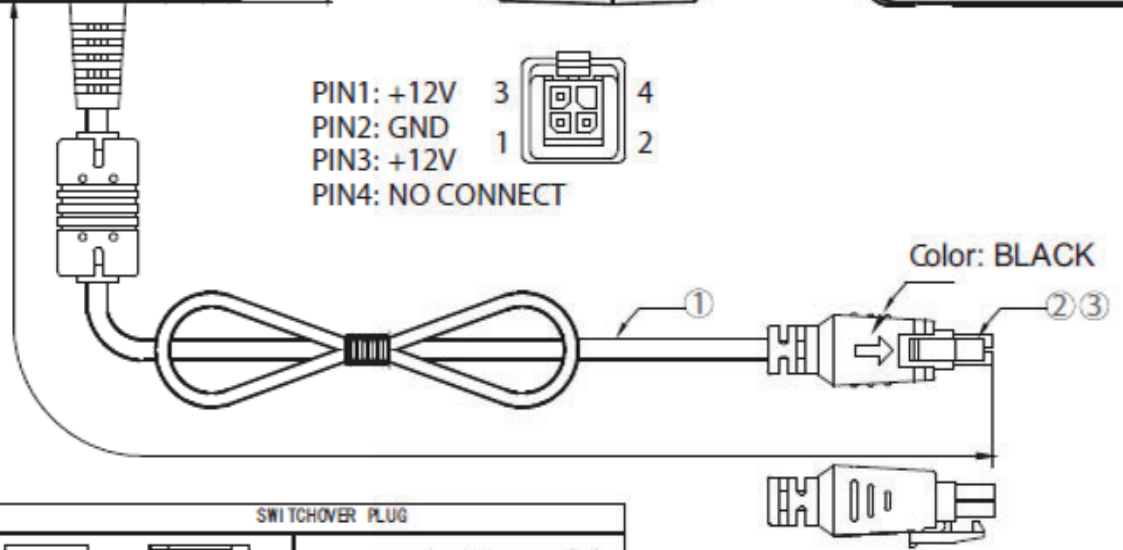


Wireless Routers And Modems In
 Signal And ITS Traffic Systems
 CRFQ 0803 DOT2300000150
 B/R# 2
 Qty. 50

Mechanical Dimensions (mm)



PIN1: +12V 3 4
 PIN2: GND 1 2
 PIN3: +12V
 PIN4: NO CONNECT



| | | | |
|------|--------------------|-----------------------------------|------|
| 3 | 43030-0001 (MOLEX) | TERMINAL | 3 |
| 2 | 43025-0408 (MOLEX) | HOUSING | 1 |
| 1 | | 1830 mm MIN. AWG 18# UL1185 BLACK | 1 |
| ITEM | PART NUMBER | MATERIAL & SPECIFICATION | Q'TY |



Sierra Wireless AirLink® Antenna: 5-in-1 Dome

The 5-in-1 Dome is a custom single antenna solution for the RV55 Dual Wi-Fi, tested and certified for mobile application.

The antenna has a low-profile design that contains five isolated high performance antenna elements in a single housing for optimal coverage; two ultra-wideband elements spanning 617-6000MHz; a high performance GNSS antenna with an integrated 26dB gain LNA; and two dual band 2.4/5GHz omni-directional Wi-Fi elements.

| | | Specification | |
|--------------------------|----------------|------------------------|------|
| PART NO. | | 6001275 | |
| ELECTRICAL DATA | | | |
| Frequency Range | 3G/4G Elements | 617-960MHz / 1710-6000 | |
| | Wi-Fi Elements | 2.4/4.9-6GHz | |
| Peak gain: Isotropic* | 3G/4G Elements | 617-960MHz | 4dBi |
| | | 1710-3800MHz | 8dBi |
| | | 4900-6000MHz | 9dBi |
| | Wi-Fi Elements | 2.4 GHz | 9dBi |
| | | 4.9-6.0GHz | 9dBi |
| Isolation* | 3G/4G Elements | > 15dB | |
| | Wi-Fi Elements | > 18dB | |
| Typical Efficiency | 3G/4G Elements | > 50% | |
| | Wi-Fi Elements | > 70% | |
| Correlation Co-efficient | 3G/4G Elements | <0.2 | |
| Pattern | | Omni-directional | |
| Impedance | | 50Ω | |

*Simulated off a groundplane and does not include cable attenuation

| | | Specification |
|-----------------------------|--------------------|------------------------------|
| GPS/GNSS DATA | | |
| Frequency Range | | 1562-1612MHz |
| VSWR | | <2.1 ± 4MHz |
| Gain: LNA | | 26dB |
| Typical Noise Figure | | -2.7dB |
| Operating Voltage | | 3-5V DC |
| Typical Current | | 15mA |
| MECHANICAL DATA | | |
| Dimensions | Height | 80mm (3.1") |
| | Diameter | 180mm (7.1") |
| Operating Temp | | -40° / +80°C (-40° / +176°F) |
| Colour | | Black |
| Ingress Protection | | IP69K |
| MOUNTING DATA | | |
| Mounting Type | | Bolt Mount |
| Mounting Hole | | 19mm (3/4") |
| CABLE DATA | | |
| Cell / LTE Cables | Type | C32 |
| | Length | 5m (16') |
| | Termination | SMA (m) |
| GPS Cable | Type | CS29 |
| | Length | 5m (16') |
| | Termination | SMA (m) |
| Wi-Fi Cables | Type | C32 |
| | Length | 5m (16') |
| | Termination | RP-SMA Plug |

About Sierra Wireless

Sierra Wireless (NASDAQ: SWIR) (TSX: SW) is the leading IoT solutions provider that combines devices, network and software to unlock value in the connected economy. Companies globally are adopting IoT to improve operational efficiency, create better customer experiences, improve their business models and create new revenue streams. Whether it's a solution to help a business securely connect edge devices to the cloud, or a software/API solution to help manage processes associated with billions of connected assets, or a platform to extract real-time data to make the best business decisions, Sierra Wireless will work with you to create the right industry-specific solution for your next IoT endeavor. Sierra Wireless has more than 1,300 employees globally and operates R&D centers in North America, Europe and Asia.

For more information, visit www.sierrawireless.com

Connect with Sierra Wireless on the IoT Blog at www.sierrawireless.com/iot-blog, on Twitter at [@SierraWireless](https://twitter.com/SierraWireless) on LinkedIn at www.linkedin.com/company/sierra-wireless and on YouTube at www.youtube.com/SierraWireless

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Wireless Routers And Modems In
Signal And ITS Traffic Systems
CRFQ 0803 DOT2300000150
B/R# 4
Qty. 50

et
orks

Managed Ethernet Switch with (3) 10/100/1000Base-TX & (2) 10/100/1000Base-TX/100/1000Base-FX Combo Ports

CNGE5MS



INCLUDED



-40 TO 75°C



FLEXIBILITY



ALL GIGABIT



3 + 2



The ComNet™ CNGE5MS is a hardened, industrial five port all gigabit managed Ethernet switch. It has three 10/100/1000Base-TX and two Gigabit combo ports that utilize ComNet SFP* modules for fiber and connector type and distance. The IEEE 802.3 compliant unit is a redundant switch offering multiple Ethernet redundancy protocols, C-Ring, ComRing, C-RSTP and MSTP/RSTP/STP. This redundancy feature protects your applications from network interruptions or temporary malfunctions by redirecting transmission within the network. The CNGE5MS offers centralized and convenient management through a windows-based utility called eConsole. Redundant DC power inputs provide non-stop operation in case of power supply disruption. The backup power input will take over immediately when the primary DC power input fails. The unit provides relay outputs that can be set up to indicate events and notify in case of potential problems.

FEATURES

- › 5 Gbps Ports: 3 × 10/100/1000Base-TX
2 × 10/100/1000Base-TX/
100/1000Base-FX SFP Combo Ports
- › Environmentally Hardened for use in unconditioned installations
- › Certified for compliance with NEMA TS1/TS2 and CALTRANS environmental specifications
- › Designed for and fully compliant with the EN50155 standard for railroad applications
- › Fast Redundant Ethernet Ring: C-Ring (recovery time <20ms over 250 units of connection)
- › Com-Ring supports proprietary ring technology in open architecture
- › STP/RSTP/MSTP supported
- › Supports PTP Client (Precision Time Protocol) clock synchronization
- › IGMP v2/v3 (IGMP snooping support) for filtering multicast traffic
- › Port Trunking for easy of bandwidth management
- › Supports LLDP Protocol
- › SNMP v1/v2c/v3 support for secured network management
- › RMON for traffic monitoring
- › Event notification through Syslog, Email, SNMP trap, and Relay Output
- › Windows utility (eConsole) supports centralized management and configurable by Web-based Telnet, and Console (CLI) configurations
- › DIN-Rail and wall mounting
- › Lifetime Warranty

* Small Form-Factor Pluggable Module. Sold separately.

SOFTWARE SPECIFICATIONS

Network Redundancy

| | | | |
|-------------|-------------|-------------|-------------|
| ComRing STP | C-Ring RSTP | C-RSTP MSTP | Legacy Ring |
|-------------|-------------|-------------|-------------|

Physical Ports

3 × 10/100/1000 Base-T Ports in RJ45, Auto MDI/MDIX
2 × Gigabit Combo Port with 10/100/1000Base-T(X) and 100/1000Base-X SFP port

MAC Table

8192 MAC Addresses

Serial Console Port

RS-232 in RJ45 connector with console cable.
9600bps, 8, N, 1

Switch Properties

Switching Latency: 7µs
Switching Bandwidth: 10Gbps
Max. Available VLANs: 4096
IGMP Multicast Groups: 1024
Port Rate Limitng: User-defined

Processing

Store-and-Forward

Priority Queues

4

Security Features

Enable/disable ports, MAC based port security
Port based network access control (802.1x)
VLAN (802.1Q) to segregate and secure network traffic
Radius centralized password management
SNMP v1/v2c/v3 encrypted authentication and access security

Software Features

STP/RSTP/MSTP (IEEE 802.1D/w/s)
Redundant Ring (C-Ring) with a recovery time of <20ms over 250 units
Com-Ring supporting proprietary manufacturer redundancy features
TOS/Diffserv supported
Quality of Service (802.1p) for real-time traffic
VLAN (802.1Q) with VLAN tagging and GVRP supported
IGMP v2/v3 (IGMP Snooping support) for multicast filtering
Port configuration, status, statistics, monitoring, security
PTP Client (Precision Time Protocol) clock synchronization
DHCP Server / Client support
Port Trunk support
MVR (Multicast VLAN Registration) support

Indicating LEDs

| | |
|--|-----------------|
| Power Indicator | R.M. Indicator |
| Ring Indicator | Fault Indicator |
| 10/100/1000Base-T(X) RJ45 Port Indicator | |

HARDWARE SPECIFICATIONS

Power

| | |
|-----------------------------|---|
| Input Power | Redundant +/-12~48VDC on 7-pin terminal block One 12 ~ 45VDC on power jack |
| Power Consumption | 10 Watts (Typ.) |
| Overload Current Protection | Present |
| Reverse Polarity Protection | Present on terminal block |

Mechanical

| | |
|------------------|---|
| Size (W × D × H) | 2.13 × 4.18 × 5.72 in (5.42 × 10.61 × 14.54 cm) |
| Weight | 820g / 1.8lb |
| Installation | DIN Rail and Wall Mount Design |

Environmental

| | |
|-----------------------|----------------------------|
| Storage Temperature | -40 to 85°C (-40 to 185°F) |
| Operating Temperature | -40 to 75°C (-40 to 167°F) |
| Operating Humidity | 5% to 95% Non-condensing |
| MTBF | >100,000 hours |

Ethernet Standards

IEEE 802.3 for 10Base-T,
IEEE 802.3u for 100Base-TX and 100Base-FX
IEEE 802.3z for 1000Base-X
IEEE 802.3ab for 1000Base-T(X),
IEEE 802.3x for Flow control
IEEE 802.3ad for LACP (Link Aggregation Control Protocol)
IEEE 802.1D for STP (Spanning Tree Protocol)
IEEE 802.1p for COS (Class of Service)
IEEE 802.1Q for VLAN Tagging
IEEE 802.1w for RSTP (Rapid Spanning Tree Protocol)
IEEE 802.1s for MSTP (Multiple Spanning Tree Protocol)
IEEE 802.1x for Authentication
IEEE 802.1AB for LLDP (Link Layer Discovery Protocol)

Regulatory Compliance

| | |
|-----------|---|
| EMI | FCC Part 15, CISPR (EN55022) class A, EN50155 (EN50121-3-2, EN55011, EN50121-4) |
| EMS | EN61000-4-2 (ESD), EN61000-4-3 (RS), EN61000-4-4 (EFT), EN61000-4-5 (Surge), EN61000-4-6 (CS), EN61000-4-8, EN61000-4-9, EN61000-4-11 |
| Shock | IEC60068-2-27, EN61373 |
| Free Fall | IEC60068-2-32 |
| Vibration | IEC60068-2-6, EN61373 |
| Safety | EN60950-1 |

AGENCY COMPLIANCE



Low Power Consumption

PART 15 COMPLIANT

E322911

N24621

ORDERING INFORMATION

| Part Number | Description | 10/100/1000TX Ports | Combo Ports |
|-------------|--|---------------------|-------------|
| CNGE5MS | Environmentally Hardened Managed Ethernet Switch | 3 | 2 |
| Accessories | DC Plug in Power Supply, 90-264VAC, 50/60Hz (Included) for benign 0° - 50°C application PS24-1A - 24VDC DIN Rail Power supply (sold separately) | | |

In a continuing effort to improve and advance technology, product specifications are subject to change without notice.



AirLink® RV50X Industrial LTE Gateway

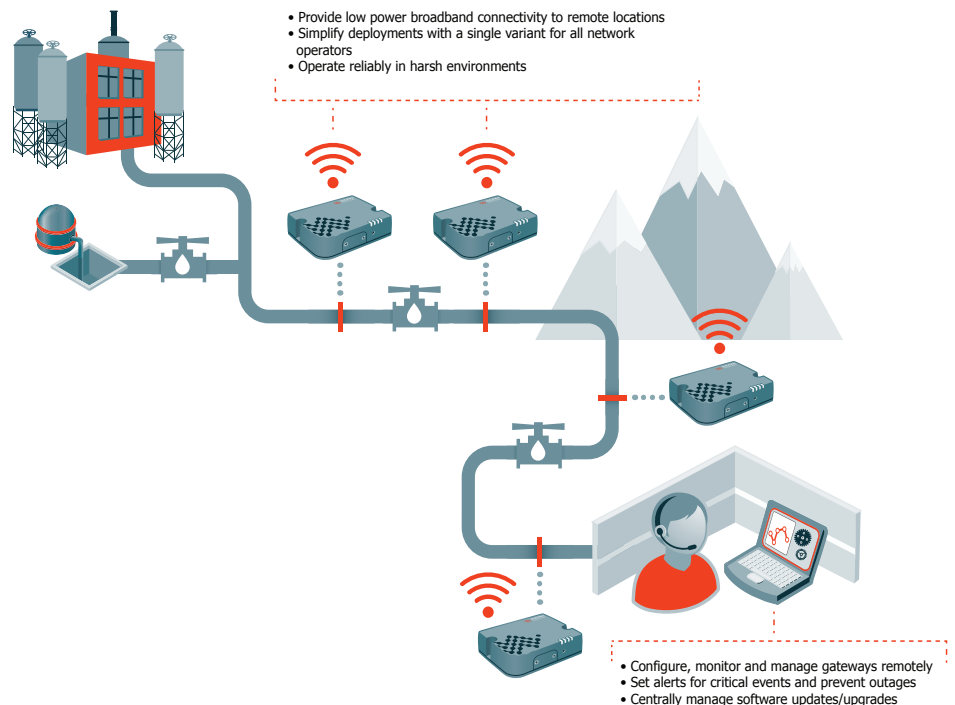
FEATURES

- LTE performance at 2G power consumption (less than 1W in idle mode)
- State-of-the-art LTE coverage spanning 21 LTE frequency bands worldwide
- Two product variants cover the globe
- Fully automatic network operator switching: just insert the SIM
- Provides network connectivity via Ethernet, Serial and USB
- Remote configuration, software update, and monitoring with cloud-based AirLink Management Service (ALMS) or on-premises with AirLink Mobility Manager (AMM)
- Dual-SIM functionality to enable automatic failover between SIMs (CANADA/EMEA/APAC)
- Meets industrial-grade certifications including Class 1 Div 2, MIL-STD-810G, IP64 ingress protection
- Supports up to 5 VPN tunnels for secure cellular communications
- Events Engine for alert reporting to third party server platforms
- Application Framework (AAF) offers real-time onboard data processing; RV50X's dual-core processor provides added performance for advanced edge computing applications.
- GPS for tracking equipment

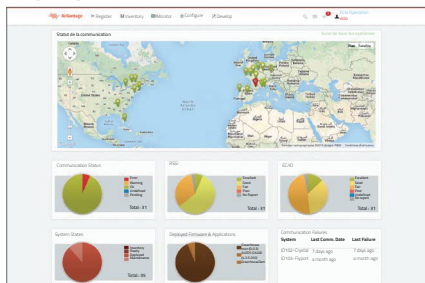
Industrial Grade, LTE-Advanced Performance, Low Power

The AirLink RV50X is the industry's lowest power and most rugged LTE gateway. Simple to install and easy to manage, this industrial-grade gateway is designed to connect critical assets and infrastructure. Ideal for energy, utilities and smart-city applications, the RV50X provides real-time remote connectivity for SCADA, distribution management systems and metering.

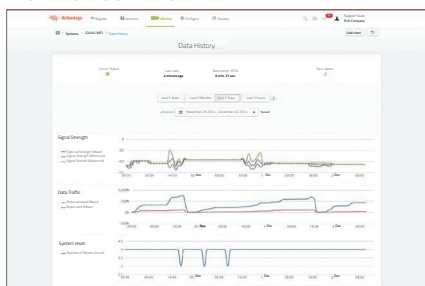
With the lowest power consumption available on the market, the RV50X dramatically reduces infrastructure costs when running on battery or solar power. The RV50X supports an extensive range of LTE bands worldwide, and its LTE-Advanced capabilities deliver up to 300 Mbps downlink speeds. For deployments in areas with limited LTE coverage, the RV50X provides fallback to 3G networks. Furthermore, the RV50X provides programmability to enable edge computing applications, using the ALEOS Application Framework (AAF).



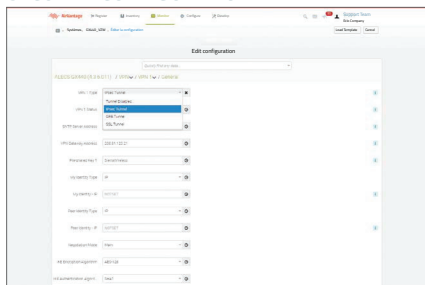
DASHBOARD



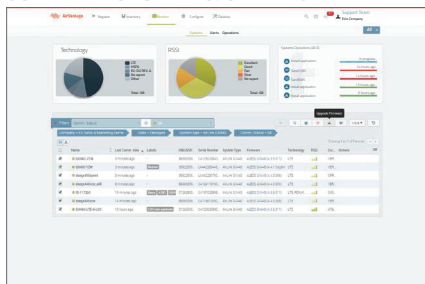
MONITOR CONNECTIVITY



SECURITY CONFIGURATION



SOFTWARE UPGRADES/UPDATES



RUGGED DESIGN FOR DEMANDING ENVIRONMENTS

The RV50X is designed to withstand harsh industrial conditions, and is capable of surviving 5 V brownouts and spikes from -600 VDC to 200 VDC.

Certified as Class I Div 2, it is ideal for hazardous environments. The die cast aluminum housing is sealed to meet IP64 for resistance to dust and water ingress.

The RV50X is tested to meet and exceed the MIL-STD-810G specification for shock, vibration, temperature and humidity. The built-in power supply protection make it suitable for harsh electrical environments such as compressors, generators, and excavators.

ULTRA-LOW POWER CONSUMPTION

The RV50X offers best-in-class power consumption combined with LTE performance, and is optimized for battery and solar applications. It is the industry's only LTE gateway with 2G power consumption, operating at 900 mW in idle mode. For 3G deployments migrating to LTE, the RV50X will work with existing power infrastructure, eliminating the need to invest in replacement solar panels or batteries. Standby Mode provides additional protection for batteries by dropping power consumption to 53 mW, and can be triggered by timers, low voltage detection or I/O.

SIMPLIFIED DEPLOYMENT

The RV50X automatically configures the radio based on the SIM, which provides versatility and simplicity when changing operator networks.

Ideal for global deployments, the RV50X provides worldwide LTE coverage with just two product variants; one for North America and EMEA, and one for Asia-Pacific.

BEST-IN-CLASS REMOTE MANAGEMENT

Network Management solutions for the RV50X allow over-the-air registration, configuration and software updates, and can be deployed either as a cloud-based service, or as a licensed software platform in the enterprise data center. Both options provide a centralized and remote view of an entire fleet and enable simplified management, control and monitoring of connected RV50Xs and critical infrastructure.

AirLink Management Service (ALMS) is a secure, centralized cloud-based service that remotely monitors and manages signal strength, network technology and location. ALMS provides dashboards with up-to-date views of an entire deployment, and custom alerts to monitor and report critical events, to increase efficiency and prevent downtime.

AirLink Mobility Manager (AMM) is a licensed, unified software platform which can

be deployed in the enterprise data center, and provides a consolidated network view of an entire fleet, using a virtual dashboard to monitor, report, manage, and troubleshoot all mobile resources as required.

BENEFITS

- Provides LTE broadband connectivity to remote locations and in harsh environments
- Ultra-low power consumption, ideal for solar or battery powered installations
- Maximizes longevity of deployed equipment and protects investments with LTE
- Improves ROI by supporting multiple network operators without additional hardware costs
- Powerful remote management solutions
- Built-in, class-leading voltage transient protection provides superior reliability and continuous operation
- Proven reliability and over 2 million AirLink routers and gateways deployed
- Industry leading warranty includes support, software updates and advance replacement

INSTANT INTEGRATION

The RV50X is designed to install directly into existing infrastructure. Offering both serial and Ethernet connectivity, it can be used to connect devices like PLCs and RTUs, and transmit a wide variety of protocols like Modbus/DNP3 with ease. RV50X can also be integrated directly into existing management systems via SNMP.

INTELLIGENCE AT THE EDGE

The RV50X provides an application framework which allows customers to apply intelligence at the edge of the network. The RV50X offers a dual core processor which enhances the performance of edge applications.

SECURE INDUSTRIAL COMMUNICATIONS

The RV50X supports secure communications to multiple back-end systems by providing up to five concurrent VPN sessions. Remote authentication management allows enterprise-grade systems to manage access to devices in the field. Port filtering and trusted IP protect the devices connected to RV50Xs from unwanted access. Secure signing and authentication of software images offers end-to-end protection of the software upgrade process, protecting the RV50X against unwanted malware.

| | RV50X | |
|-----------------------------------|---|---|
| | North America & EMEA | Asia Pacific |
| LTE CATEGORY | Cat 6 | |
| Peak D/L | (Up to 300 Mbps DL) | |
| Peak U/L | (Up to 50 Mbps UL) | |
| 4G LTE Frequency Bands* | 2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 2600(B7), 900(B8), 700(B12), 700(B13), 800(B20), 1900(B25), 850(B26), 700(B29), TDD B41 | 2100(B1), 1800(B3), 850(B5), 2600(B7), 900(B8), 850(B18), 850(B19), 1500(B21), 700(B28), TDD 38, TDD 39, TDD 40, TDD 41 |
| 3G HSPA/HSPA+ Frequency Bands* | 2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 900(B8) | 2100(B1), 850(B5), 800(B6), 900(B8), 1700(B9), 850(B19), |
| 3G TD-SCDMA Frequency Bands* | | B39 |
| APPROVALS | | |
| Regulatory | FCC, IC, PTCRB, R&TTE, GCF, CE | RCM, JRF/JPA, Anatel |
| Carrier | Verizon, AT&T, T-Mobile USA, Southern Linc, Sprint, US Cellular, Rogers, Telus, Bell | Telstra |
| PART NUMBERS | 1103052 | 1103045 1103973 (China) |

*For carrier specific band support please refer to the hardware user guide.

| | Specification |
|-----------------------|--|
| HOST INTERFACES | 10/100/1000 Ethernet (RJ45) RS-232 serial port (DB-9) USB 2.0 Micro-B Connector 3 SMA antenna connectors (primary, diversity, GPS) Active GPS antenna support |
| INPUT/OUTPUT | Configurable I/O pin on power connector <ul style="list-style-type: none"> Digital Input ON Voltage: 2.7 to 36 VDC Configurable Pull-up for dry contact input Digital Open Collector Output > sinking 500 mA Analog Input: 0.5-36 VDC |
| LAN (ETHERNET/USB) | DNS, DNS Proxy DHCP Server IP Passthrough VLAN Host Interface Watchdog PPPoE |
| SERIAL | TCP/UDP PAD Mode Modbus (ASCII, RTU, Variable) PPP DNP3 Interoperability |
| NETWORK AND ROUTING | Network Address Translation (NAT) Port Forwarding Host Port Routing NEMO/DMNR VRRP Reliable Static Route Dynamic DNS Policy Routing Verizon ANTM IPv6 Gateway |
| VPN | IPsec, GRE, and OpenVPN Client Up to 5 concurrent tunnels Split Tunnel Dead Peer Detection (DPD) Multiple Subnets |
| EVENTS ENGINE | Custom event triggers and reports Configurable interface, no programming Event Types: Digital Input, Network Parameters, Data Usage, Timer, Power, Device Temperature and Voltage Report Types: RAP, SMS, Email, SNMP Trap, TCP (Binary, XML, CSV) Event Actions: Drive Relay Output |
| DIMENSIONS | 119 mm x 34 mm x 85 mm (94 mm including connectors) 4.69 in x 1.34 in x 3.35 in (3.70 in including connectors) |
| SECURITY | Remote Authentication (LDAP, RADIUS, TACACS+) DMZ Inbound and Outbound Port filtering Inbound and Outbound Trusted IP MAC Address Filtering PCI compatible |
| APPLICATION FRAMEWORK | ALEOS Application Framework (AAF) Lua Scripting Language Eclipse-based IDE Integrated with AirVantage® Dual-Core Processing |

| | Specification |
|-------------------------------|---|
| SATELLITE NAVIGATION (GNSS) | 12 Channel GPS and GLONASS Receiver Acquisition Time: 1 s Hot Start Accuracy: <2 m (50%), <5 m (90%) Tracking Sensitivity: -145 dBm Reports: NMEA 0183 V3.0, TAIP, RAP, XORA Multiple Redundant Servers Reliable Store and Forward |
| NETWORK MANAGEMENT | Secure network management applications available in the cloud or licensed platform in the enterprise data center Fleet wide firmware upgrade delivery Router configuration and template management Router staging over the air and local Ethernet connection Over-the-air software and radio module firmware updates Device Configuration Templates Configurable monitoring and alerting Remote provisioning and airtime activation (where applicable) |
| GATEWAY MANAGEMENT INTERFACES | ALMS Local web user interface AT Command Line Interface (Telnet/SSH/Serial) SMS Commands SNMP |
| POWER | Input Voltage: 7 to 36 VDC LTE Idle Power: 900mW (75 mA @ 12VDC) Standby Mode Power: 53 mW (4.4 mA @ 12 VDC) triggered on low voltage, I/O or periodic timer Low voltage disconnect to prevent battery drain Built-in protection against voltage transients including 5 VDC engine cranking and +200 VDC load dump Ignition Sense with time delay shutdown Configurable features and ports to optimize power consumption |
| ENVIRONMENTAL | Operating Temperature: -40°C to +70°C / -40°F to +158°F Storage Temperature: -40°C to +85°C / -40°F to +185°F Humidity: 90% RH @ 60°C Military Spec MIL-STD-810G conformance to shock, vibration, thermal shock, and humidity IP64 rated ingress protection |
| INDUSTRY CERTIFICATIONS | Safety: IECCE Certification Bodies Scheme (CB Scheme), UL 60950 Vehicle Usage: E-Mark (UN ECE Regulation 10.04), ISO7637-2, SAE J1455 (Shock & Vibration) Hazardous Environments: Class 1 Div 2 Environmental: RoHS, REACH, WEEE |
| SUPPORT AND WARRANTY | Includes 1st Year AirLink Complete: <ul style="list-style-type: none"> AirLink Management Service (ALMS) Direct 24/7 Technical Support 3-year standard warranty; optional 2-year warranty extension 1-day Accelerated Hardware Replacement available through participating resellers |
| ACCESSORIES | In the Box: DC Power Cable and Quick Start Guide Other Accessories (sold separately): 2000579 AC Adapter, 12VDC 6000659 DIN Rail Bracket For antenna options visit: sierrawireless.com/antennas |

About Sierra Wireless

Sierra Wireless (NASDAQ: SWIR) (TSX: SW) is the leading IoT solutions provider that combines devices, network and software to unlock value in the connected economy. Companies globally are adopting IoT to improve operational efficiency, create better customer experiences, improve their business models and create new revenue streams. Whether it's a solution to help a business securely connect edge devices to the cloud, or a software/API solution to help manage processes associated with billions of connected assets, or a platform to extract real-time data to make the best business decisions, Sierra Wireless will work with you to create the right industry-specific solution for your next IoT endeavor. Sierra Wireless has more than 1,300 employees globally and operates R&D centers in North America, Europe and Asia. For more information, visit www.sierrawireless.com.

MODEL 5686G

56K* SERIAL CONTROLLER FAXMODEM

Wireless Routers And Modems In
Signal And ITS Traffic Systems
CRFQ 0803 DOT2300000150
B/R# 6
Qty. 30

The USRobotics 56K* Serial Controller Faxmodem combines the superior performance and reliability of a controller-based modem with the convenience of V.92 and V.22 technologies — with up to 75% less energy use. V.22 Fast Connect, which reduces the connection sequence time for very small data transfers, and secure connectivity make this modem ideal for Point of Sale (POS) systems. The modem also enables secure Machine to Machine (M2M) applications or Remote Server Management applications for Out-of-Band remote diagnostics, troubleshooting, maintenance and back-ups of servers.



Powerful, secure dial-up connections for your business

Advanced features and functionality

- External DIP switches allows manual configuration of specific critical settings
- Extra LEDs for better monitoring of serial signals
- Precise manual volume control
- Permanently store preferred modem default settings

Fax features and functionality†

- Send and receive secure data and faxes through your computer while running other applications.
- Fax features include delayed broadcast and group faxing.

Get the speed you need

- Fast Connect (V.22) allows 1200 bps connections without error control in less than 1 second[§], making this modem ideal for POS and ATM transactions that require lightning fast connections.
- V.92[‡] lets you send attachments up to 50% faster.

Powerful Management Tools

- Modem on Hold (MoH)[†] lets you screen incoming calls so you can take the important ones.
- Modem on Hold lets you take calls while online without dropping your Internet connection — there's no need for a second phone line.

Upgradable

- Firmware upgradability and downloadable software ensure that this modem will continue to meet your changing needs without the need to buy a new modem.

Advanced Line Probing Technology

- This modem finds the most efficient path for each connection, assuring the best possible speeds, resulting in faster downloads and fewer dropped calls.

Lower Power Consumption

- This updated modem uses 50% less energy when in use and 75% less energy when idle mode, which makes it more environmentally friendly and will contribute to reducing electricity costs.





Easily connect your computer's USB port to a serial modem with a USR995700 Serial-to-USB Cable

MODEL 5686G 56K* SERIAL CONTROLLER FAXMODEM



SPECIFICATIONS & STANDARDS

GENERAL

- V.92, V.90, V.34+, V.34, V.32bis, V.32, V.22bis, V.22, V.23, V.21, Bell 103, and Bell 212A
- V.42/MNP 2-4 error correction, V.44 & V.42 bis/MNP 5 compression
- V.80 video conferencing support
- Fax: V.17, V.29, V.27ter, V.21; EIA 578 (Class 1) and EIA 592 (Class 2.0), Group III
- Caller ID and distinctive ring (require service from your local phone company/Caller ID may not be supported in some countries)
- Hayes Compatible

PHYSICAL

- 8 Position DIP Switch
- 7 LEDs (AA, CD, RD, SD, TR, CS, ARQ/FAX)
- DTE Interface: RS232/V.24 - DB25 female connector
- Phone Line Interface: Dual RJ-11
- Power Supply: 9VDC, 0.5A
- Power Switch
- Volume Control Knob

ENVIRONMENTAL

- **Temperature:** Operating Temperature conditions: 0 to 50 degrees C, Non-Operating Temperature conditions: -20 to 70 degrees C
- **Humidity:** Operating Humidity conditions: 20% to 80% non-condensing, Non-Operating Humidity conditions: 5% to 95% non-condensing

REGULATORY

- FCC approved (Part 15/Part 68)
- IC approved
- UL/CUL listed
- CE approved (Class B)
- RoHS3 compliant
- DoE Level VI

POWER CONSUMPTION

- Typical: ≈3.6W active, ≈1.6W idle (including provided power adaptor)
- Typical: ≈2.5W active, ≈1.1W idle (excluding power adaptor)

PACKAGE DIMENSIONS/WEIGHT

- 9.5 x 5.75 x 2.6 in.
- 1.65 lb

PRODUCT DIMENSIONS/WEIGHT

- 6.5 x 3.75 x 1.3 in.
- .54 lb

MINIMUM SYSTEM REQUIREMENTS

- Available Serial Port
- Analog Phone Line
- RS-232 Serial Cable (not included)

OPERATING SYSTEMS

- Modem is compatible with Server 2019, Server 2016, Server 2012/R2, Server 2011, Windows 7/8/10 64 bit, Win 7/8/10, Server 2008 64 bit, Server 2008, Vista 64 bit, Vista, Server 2003 64 bit, Server 2003, XP 64 bit, XP, NT 4.0, 2000, ME, 98, 95, 3.1, Linux and DOS.
- Unimodem TSP/TAPI compliant
- Fax software requires Microsoft Windows 95 or later
- Modem on Hold requires Windows 2000 or higher.

PACKAGE CONTENTS

- USRobotics 56K Serial Controller Faxmodem
- AC Power Supply Unit
- RJ-11 Telephone cable (7 ft)
- Quick Install Guide
- USRobotics Installation Essentials CD with modem device drivers, data/fax software, MoH, and manuals

PRODUCT NUMBERS

- USR5686G
- USR5686G-VAR-20 ‡

WARRANTY

- 2-year limited manufacturer warranty from date of purchase

* Capable of receiving at up to 56 Kbps and sending at up to 48 Kbps (or 31.2 Kbps with V.90 server). Due to FCC regulations on power output, receiving speeds are limited to 53.3 Kbps. Actual speeds may vary. V.92 and V.90 features require compatible phone service and support from your Internet Service Provider (ISP). USRobotics modems featuring V.92 enhancements are backward compatible and will negotiate the highest possible speed when connecting to an ISP.
 † Call Waiting service required for using Modem on Hold (MoH). Call Waiting/ Caller ID service required for utilizing Caller ID feature of MoH.
 ‡ Advanced fax functionality may require installation of bundled software.
 § Time measured from start of modem tones, amount of time may be slightly longer with error control enabled.
 ¶ VAR pack includes 20 modems, 20 power supplies, 20 RJ-11 cables, 1 Install Guide, and 1 CD



www.usr.com

For connection to the Public Switched Telephone Network (PSTN)

IC Approved / Approuvé par IC



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EXHIBIT A DOT (8523C3007)

| Item Number | Estimated Quantity | Unit of Measure | Description | UNSPC CODE | Unit Price | Extended Price |
|-------------|--------------------|-----------------|---|------------|------------|----------------|
| 1 | 50 | ea | AT&T FirstNet Compatible Wireless Router For Signal Systems | 43222628 | \$928.00 | \$46,400.00 |
| 2 | 50 | ea | AT&T FirstNet Compatible Wireless Router Power Supply | 43222628 | \$32.00 | \$1,600.00 |
| 3 | 50 | ea | 5-in-1, low profile, vandal resistant radio antenna | 43222628 | \$273.00 | \$13,650.00 |
| 4 | 50 | ea | Hardened Managed Ethernet Switch | 43222628 | \$970.00 | \$48,500.00 |
| 5 | 40 | ea | Cellular Data Modem For ITS Systems | 43222628 | \$737.00 | \$29,480.00 |
| 6 | 30 | ea | 56k Wired Modems | 43222628 | \$194.00 | \$5,820.00 |
| | | | | | TOTAL | \$145,450.00 |

Manufacturer/ Modem Model #

| | |
|---|--------------------------------------|
| 1 | Sierra Wireless / RV55 LTE-A 1104302 |
| 2 | Sierra Wireless / 2000579 |
| 3 | Sierra Wireless / 6001275 |
| 4 | Comnet / CNGE5MS |
| 5 | Sierra Wireless / RVX50 1103052 |
| 6 | US Robotics / 568GG |