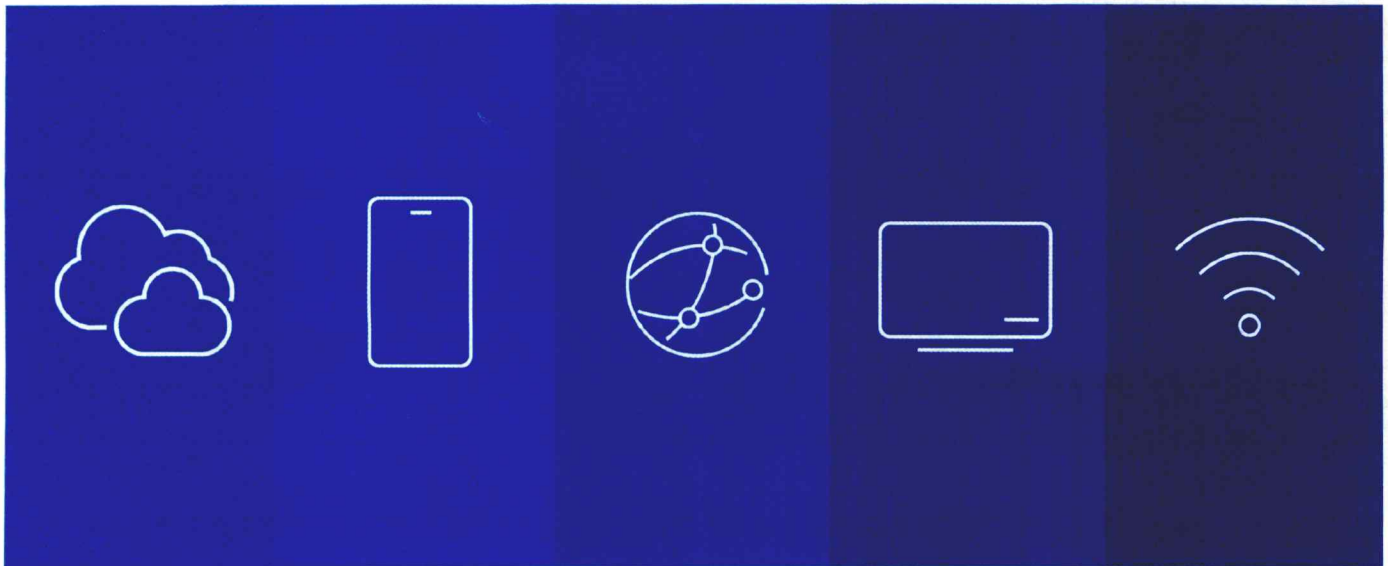




AT&T Response to State of West Virginia's RFP DOT2200000013 for LTE Routers Services





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November 16, 2021

Dusty Smith
West Virginia Department of Transportation
1900 Kanawha Blvd E
Charleston WV 25302

Dear Mr. Smith:

On behalf of AT&T Corp. ("AT&T"), I would like to thank the West Virginia Department of Transportation ("WVDOT") for the opportunity to submit this response to the RFQ (the "Response"). As a leading provider of telecommunications and related services to governmental institutions, AT&T is uniquely positioned to meet WVDOT's service and product needs. Due to the timeline laid out in the bid that requires Contract Items to be delivered within thirty (30) working days after receiving a purchase order or notice to proceed we are pricing out a Cradlepoint IBR 900 CAT 18 (1200M-B) Firstnet Ready Router.

In that regard, please understand that AT&T is submitting the Response pursuant to the terms and conditions of: (a) AT&T's master wireless service agreement with NASPO dated March 15, 2012, as amended; (b) the current and corresponding Participating Addendum between AT&T and the State of West Virginia dated April 15, 2013, as amended; (c) related transactional documentation ((a), (b), and (c), collectively, the "NASPO Contract"); and (d) the responses, answers, clarifications and supplemental terms and conditions set forth in and/or incorporated into the Response. The NASPO Contract makes it simple and efficient for entities like the AOC to procure the telecommunications products and services that meet its needs.

Accordingly, AT&T takes a general exception to all contractual terms and conditions contained and/or referenced in the RFQ. Any deviations between the NASPO Contract and the contract vehicle ultimately executed by the parties could result in different pricing. (All terms and conditions can be negotiated once RFQ is awarded as most do not qualify for this one time purchase).

Notwithstanding anything to the contrary in the RFQ, neither AT&T nor WVDOT is under any obligation with respect to the RFQ until both parties have agreed upon a mutually acceptable final contract. Note that AT&T remains open to negotiating a final contract that includes certain

non-conflicting provisions set forth in the RFQ. AT&T respectfully requests that information in the Response be held confidential by WVDOT to the extent allowed under applicable law.

AT&T looks forward to working with you and negotiating a final agreement in the event AT&T is selected as your vendor of choice. Please do not hesitate to call me for assistance at any time.

Sincerely,

Elizabeth Spradlin

Elizabeth Spradlin
Client Solution Executive



Connecting Your World

AT&T Response to State of West Virginia's RFP DOT2200000013 for LTE Routers Services

November 16, 2021

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Proposal Validity Period—The information and pricing contained in this response (the "Response" or the "Proposal") is valid for a period of thirty (30) days from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T.

Terms and Conditions—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. AT&T Corp. is an AT&T company, is the proposer for itself and on behalf of its service-providing affiliates.

Software—Any software used with the products and services provided in connection with this Response will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Copyright Notice and Statement of Confidentiality—©2021 AT&T Intellectual Property. AT&T and Globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



Table of Contents

Table of Contents v

Cradlepoint IBR 900 CAT 18 (1200M-B) Firstnet Ready Router Specifications 1

RFP Response 12

 INSTRUCTIONS TO VENDORS SUBMITTING BIDS 15

 GENERAL TERMS AND CONDITIONS: 20

 ADDENDUM ACKNOWLEDGEMENT FORM 35

 SPECIFICATIONS 36

 EXHIBIT A - PRICING PAGE 44

 PURCHASING AFFIDAVIT 45

AT&T Attachment 46

- West Virginia Division of Highways - CP Mobile- IBR900-Pricing 46





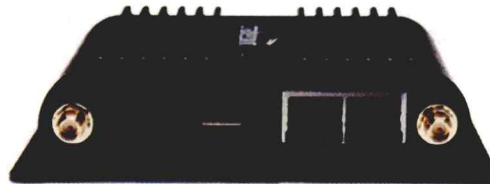
Cradlepoint IBR 900 CAT 18 (1200M-B) Firstnet Ready Router Specifications



PRODUCT BRIEF • IBR900 SERIES

IBR900 Series Ruggedized Router

Compact, ruggedized Gigabit-Class LTE router for advanced in-vehicle and IoT connectivity



Firewall Throughput:
940 Mbps



WAN Connectivity:
4G Cat 11 or Cat 18,
GbE



LAN Connectivity:
Wi-Fi 5, GbE



Management:
NetCloud

The Cradlepoint IBR900 Series Router is a ruggedized Gigabit-Class LTE networking platform that was designed for persistent connectivity across a wide range of in-vehicle and mobile applications as well as portable or fixed IoT installations. The IBR900 Series accommodates environmentally harsh environments while delivering enterprise-class standards of reliability, scalability, comprehensive management, and security.

For organizations that depend on field forces and mobile networks, the Cradlepoint IBR900 Series mobile router with the NetCloud Mobile solution package provides ruggedized and GPS-enabled in-vehicle network solutions that are SD-WAN and SD-Perimeter-capable. With an available Gigabit-Class LTE modem, Gigabit Wi-Fi, and advanced security features, the IBR900 delivers enterprise networking capabilities for mobile applications that require secure, always-on connectivity.

The IBR900 Series with NetCloud IoT Solutions Package provides a compact ruggedized 4G LTE router solution for connecting and protecting IoT devices at scale. With an extensive list of safety and hardening certifications, it can be confidently deployed in the field, in buildings, or in embedded systems to deliver complete visibility, security, and control of connected devices anywhere.

Key Benefits:

- Robust, dependable Gigabit-Class LTE network platform for first responders and commercial fleets
- Ruggedized for vibration, shock, dust, splash, and humidity
- Mobile SD-WAN for optimized multi-link LTE connectivity
- GPS for AVL integration and location tracking to provide current and historic vehicle location
- Dual-modem capability with COR Extensibility Dock for multi-link dependability
- Heatmapping for an LTE signal strength map of all areas a fleet has driven
- WiFi-as-WAN for data-intensive tasks such as video offload

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PRODUCT BRIEF ■ IBR900 SERIES

Hardware Specs

Category	Mobile or IoT
Cloud Management	Yes
Wireless Connectivity	LTE
5G Optimized	None
Form Factor	Ruggedized Metal
Ethernet Ports	2 GbE (LAN/WAN switchable)
USB Ports	1
Serial Ports	0
Dual-Modem Support	Yes with COR Extensibility Dock
Network Operator Standards	PTCRB (U.S.), GCF (Worldwide)
Network Operator Certifications	AT&T, Verizon, Telstra
Regions	North America, Latin America, Europe, Africa & Middle East, Asia-Pacific <i>See country and model availability.</i>
Public Safety Networks	FirstNet Ready™, Verizon Frontline <i>See data sheet for model applicability.</i>
Firewall Throughput	940 Mbps
VPN Tunnel Count	10
Wi-Fi	Dual-band, dual-concurrent; 802.11ac Wave 2 (Wi-Fi 5)
GNSS/GPS	Active
PoE	No
Operating Temperature	-30 °C to 70 °C (-22 °F to 158 °F)
Antennas & Power Adapter Included	IoT Package only

Learn more at cradlepoint.com/ibr900



NetCloud Features for Mobile & IoT

NetCloud Service for Mobile provides the enterprise capabilities that organizations need to manage their in-vehicle work while NetCloud Service for IoT provides the reliability, security, management, and data orchestration for IoT applications. Each service includes:

- Centralized endpoint management with insights and visual analytics
- 24x7 enterprise support and limited lifetime warranty
- On-demand training with Cradlepoint University

	IoT	Mobile
Secure Remote Management & Orchestration	●	●
Dynamic Routing Protocols, Traffic Steering & QoS	●	●
Zone-Based Firewall & VPN	●	●
Insights, Alerts & Dashboard Analytics	●	●
Extensibility (SDK, API, third-party integrations)	●	●
Diagnostics & Troubleshooting	●	●
Secure Overlay Perimeter Network	●	●
In-Band & Out-of-Band Management	●	●
Real-Time Troubleshooting Tools	●	●
Modem-Data-Usage Dashboard & Predictive Alerting	●	●
Location Services	●	●
IoT Ecosystem Integration	●	●
Cellular Health, Traffic & Security Dashboards	●	●
Cellular Coverage Map & Location Tracking	○	●
Application-Aware Traffic Steering, QoS, Networking & Firewall	○	●
Web Filtering & Threat Management	○	●

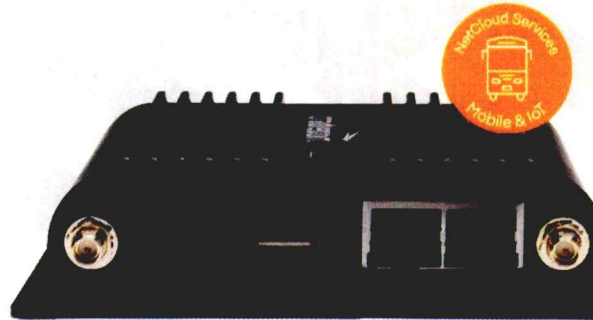
● Included ● Advanced ○ Not Supported

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Data Sheet IBR900 Series Ruggedized Router



The Cradlepoint IBR900 Series Router is a ruggedized, Gigabit-Class LTE networking platform. It is designed for persistent connectivity across a wide range of in-vehicle and mobile applications as well as portable or fixed IoT installations. The IBR900 Series is available with either Mobile or IoT NetCloud Service plans, which provide features optimized for the differing deployments.

Notable Features

- Define policies through centralized cloud-based management for easy deployment at scale.
- Gain fast, reliable connectivity with an embedded Cat 11 or Cat 18 LTE modem.
- Add a second cellular modem for simultaneous dual-carrier LTE connectivity.
- Prioritize access on public safety networks for reliable, secure connectivity.
- Deploy Wave 2 dual-band, dual-concurrent, Gigabit Wi-Fi for the best possible connections.
- Integrate into Automatic Vehicle Location (AVL) systems with Active GPS.
- Provide a ruggedized solution to endure harsh environments.
- Configure GPIO ports for IoT and vehicle integrations.

High Performance Mobile Connectivity

For organizations that depend on field forces and mobile networks, the Cradlepoint IBR900 Series Router with the NetCloud Mobile service plan provides a ruggedized GPS-enabled, in-vehicle network solution. When coupled with the Advanced Mobile service plan, it provides threat management, web filtering, application visibility, analytics, and advanced GPS functionality including location tracking and cellular coverage maps. The IBR900 accommodates environmentally harsh environments while delivering enterprise-class standards of reliability, scalability, comprehensive management, and security.

Ruggedized IoT Solution

When coupled with the NetCloud Ruggedized IoT service plan, the IBR900 provides a compact, ruggedized, 4G LTE router solution for connecting and protecting IoT devices at scale. It is ideal for IoT deployments including oil and gas monitoring, Smart City infrastructure, and other IoT deployments operating under harsh conditions. With an extensive list of safety and hardening certifications, it can be confidently deployed in the field, in buildings, or in embedded systems to deliver complete visibility, security, and control of connected devices anywhere.

Performance

Stateful Firewall Throughput	NetCloud Perimeter Throughput	IPSec VPN Throughput	Concurrent VPN Tunnels	Concurrent Sessions (TCP)	Typical Client Count
940 Mbps	20 Mbps	20 Mbps	10	16,000	10 ¹

*Performance testing conducted based on requirements as defined in RFC2544 using fixed-frame 1518 byte packets. Throughput results reflect uni-directional UDP traffic with less than 1% packet loss as tested with wired connections.
Results do not reflect performance of the cellular wireless operator networks.
¹When Cradlepoint Secure Threat Management or Applications Analytics are enabled in NetCloud Manager, the client count is reduced to 5.*

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DATA SHEET • IBR900 SERIES

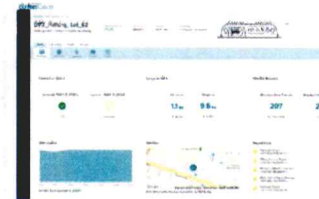


Key Software Capabilities

Cradlepoint NetCloud Service for the IBR900 provides everything needed to unlock the power of LTE and connect vehicles, users, and IoT to critical applications and services. The available NetCloud IoT or Mobile service plans include the appropriate router software with powerful cloud management features for managing IoT at scale, or mobile-specific features like coverage maps, and application aware analytics. Everything within NetCloud works together, making it easy to deploy, connect, and secure edge applications at scale across the organization.

Router Services

Next generation hardware provides local processing power to handle demanding router-delivered services, such as support for VPN tunneling encryption including DMVPN, IPsec, GRE, and other tunneling technologies.

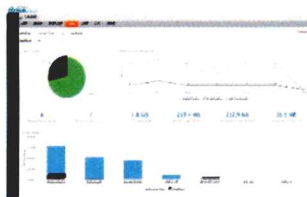
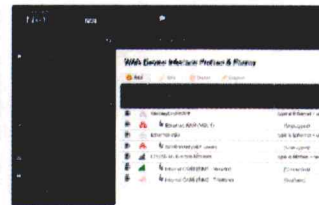


Security Services

NetCloud Service includes security features and options to optimize the IBR900 to meet the evolving security needs of mobile and IoT environments. The service includes stateful zone-based firewall with the ability to add application aware security policies with the Advanced Mobile service plan.

Connection Manager

Connection Manager provides the ability to manage all WAN connections types including wireless, Wi-Fi as WAN, and wired, from a single software-defined policy. Our custom-built modern software ensures users establish Wireless WAN connectivity faster while maintaining the highest level of resiliency.



Cloud Services

NetCloud Manager delivers true zero-touch deployment with the ability to define and deliver policy across entire groups of endpoints. Users can create a cloud-orchestrated hub and spoke VPN network and gain insights and analytics required for rapid troubleshooting and diagnostic workflows. Support operations with real time location services and vehicle information.

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DATA SHEET • IBR900 SERIES



Hardware Specifications

The following features are delivered through the hardware.

INTERFACES	
Modem:	One of the following: <ul style="list-style-type: none"> Embedded 1200M-B modem <ul style="list-style-type: none"> 2 x SMA cellular antenna connectors Embedded 600M modem <ul style="list-style-type: none"> 2 x SMA cellular antenna connectors Optional dual modem (requires the the COR Extensibility Dock): <ul style="list-style-type: none"> Modular MC400 Modem
Ethernet:	2 x GbE (LAN/WAN switchable)
Wi-Fi:	Dual-radio, dual-band, concurrent operation (2.4 GHz and 5 GHz) <ul style="list-style-type: none"> 2x2 MU-MIMO 802.11ac Wave 2 (Wi-Fi b) and 256 QAM support Modes: AP, Wireless Client, and Wi-Fi as WAN 574 Mbps (2.4 GHz) and 1,200 Mbps (5 GHz) 2 RP-SMA Wi-Fi antenna connectors WPA/WPA2 Personal, WPA2 Enterprise, Open 802.11k, 802.11v
Expansion:	1 x USB 2.0 Type A (output: 5V, 500mA, 2.5W) 1 x Extensibility Port <ul style="list-style-type: none"> Extensibility Dock 9-Wire Power and GPIO Cable Serial Port Adapter
GNSS/GPS:	1 x SMA GNSS antenna connector
ENVIRONMENTAL	
Temperature:	Operating: -30 °C to 70 °C (-22 °F to 158 °F) Storage: -40 °C to 85 °C (-40 °F to 185 °F)
Humidity:	Operating: 5% to 95% Storage: 5% to 95%
Ingress Protection:	IP64 compliant (includes protection from dust and splashing water)
PHYSICAL	
Size:	118 x 114 x 30 mm (4.6 x 4.5 x 1.2 in)
Weight:	400 g (14 oz)
CERTIFICATIONS	
Safety:	UL/cUL, CB Scheme, EN 60950-1, EN 62368-1, e-Mark
Materials:	WEEE, RoHS, RoHS-2, California Prop 65

Security:	FIPS 140-2 Inside (FIPS models only)
Shock/Vibration/Humidity:	MIL STD 810G and SAE J1455
Hazardous Locations:	Class 1 Div 2 (IBR900-600M NA only)
POWER	
Required:	One of the following: <ul style="list-style-type: none"> 9-33 VDC steady state input (vehicle installations with 9-24 VDC requires 3A inline fuse, >24 VDC requires 2.5A fuse) External DC power supply, 100-240 VAC input, 12 VDC 2A output (included) External DC power supply, 100-240 VAC input, 12 VDC 3A or 5.5A output (optional)
Features:	Reverse polarity and transient voltage protection (ISO 7637-2) Ignition sensing (automatic ON & time-delay OFF)
Consumption:	<ul style="list-style-type: none"> Idle: 4W LTE Tx/Tx: 6.25W Wi-Fi Tx/Rx: 9W
WI-FI POWER	
FCC:	2.4 GHz: 18 dBm conducted 5150-5250 MHz: 32.94 dBm conducted 5250-5350 MHz: 29.90 dBm conducted 5470-5725 MHz: 30.00 dBm conducted 5725-5850 MHz: 32.81 dBm conducted
IC:	2.4 GHz: 33.14 dBm conducted 5150-5250 MHz: 25.74 dBm conducted 5250-5350 MHz: 25.84 dBm conducted 5470-5725 MHz: 29.82 dBm conducted 5725-5850 MHz: 32.81 dBm conducted
Europe:	2.4 GHz: 19.93 dBm conducted 5150-5250 MHz: 22.76 dBm conducted 5250-5350 MHz: 22.92 dBm conducted 5500-5700 MHz: 29.08 dBm conducted
Australia/ New Zealand:	2.4 GHz: 19.93 dBm conducted 5150-5250 MHz: 22.98 dBm conducted 5250-5350 MHz: 22.98 dBm conducted 5500-5700 MHz: 29.82 dBm conducted 5475-5825 MHz: 32.81 dBm conducted
LEDs	
Refer to the IBR900 Series Ruggedized Router Quick Start Guide	

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3





DATA SHEET • 1200M SERIES



Enterprise-Class Modem Specifications

SPECIFICATION	1200M-S
Technology:	Cat 18 LTE Advanced Pro (3GPP Rel. 12) <ul style="list-style-type: none"> — Dual SIM slots, mini 2FF form factor — SIM-based carrier auto-selection
Fallback:	WCDMA/UMTS/HSPA+
Carrier Aggregation:	Up to 5CA downlink, 2CA uplink Refer to the Modem Carrier Aggregations article.
Peak Downlink Rates:	LTE: 1 Gbps WCDMA: 42.2 Mbps
Peak Uplink Rates:	LTE: 150 Mbps WCDMA: 5.76 Mbps
MIMO:	2x2 MIMO
QAM:	Up to 256
LTE Bands:	LTE FDD <ul style="list-style-type: none"> — B3, B4, B6, B7, B8, B12, B13, B14, B17, B18, B19, B20, B25, B26, B28, B29, B39, B41, B66, B71
WCDMA Bands:	B1, B2, B4, B5, B8, B19
Power:	LTE 23 dBm ± 1, DC-HSPA+ 23 dBm ± 1 (typical conducted)
Antennas:	SMA female connectors, external 500 MHz - 6 GHz cellular paddle antennas (Qty 2, included)
GNSS/GPS:	Active GNSS <ul style="list-style-type: none"> — GPS, GLONASS, BeiDou, Galileo — DC voltage bias supplied (typical 3.1v)
SMS:	Yes
Regulatory:	FCC (U.S.), IC (Canada)
Network Operator Standards:	PTCRB (U.S.)
Network Operator Certifications:	AT&T, Verizon ¹
Public Safety Network Certifications:	Verizon Frontline, FirstNet Ready™
Private Cellular Network	N/A

¹ Cellular carriers and operators throughout the world may only require telecom industry certifications, like PTCRB or GCF, to operate on their network. Some carriers require additional testing and approval, beyond telecom certifications. A carrier listed in the approvals section means Cradlepoint completed additional testing and acquired technical approval for that given carrier. Any carrier not listed may not require additional testing or approval beyond telecom industry certifications to operate on their network.





DATA SHEET • IBR900 SERIES



Enterprise-Class Modem Specifications

SPECIFICATION	600M				
Technology:	Cat 11 LTE Advanced (3GPP Rel. 11) — Dual SIM slots, mini 2FF form factor — SIM-based auto-carrier selection				
Fallback:	WCDMA/UMTS/HSPA+				
Carrier Aggregation:	Up to 3CA downlink, 2CA uplink Refer to modem carrier aggregations article				
Peak Downlink Rates:	LTE: 600 Mbps WCDMA: 42.2 Mbps				
Peak Uplink Rates:	LTE: 75 Mbps WCDMA: 5.76 Mbps				
MIMO:	2x2 MIMO				
QAM:	Up to 256				
LTE Bands:	<table border="0"> <tr> <td>LTE FDD</td> <td>LTE TDD</td> </tr> <tr> <td>— B1, B2, B3, B4, B5, B7, B8, B12, B13, B17, B20, B25, B26, B28, B29, B30, B66</td> <td>— B36, B40, B41</td> </tr> </table>	LTE FDD	LTE TDD	— B1, B2, B3, B4, B5, B7, B8, B12, B13, B17, B20, B25, B26, B28, B29, B30, B66	— B36, B40, B41
LTE FDD	LTE TDD				
— B1, B2, B3, B4, B5, B7, B8, B12, B13, B17, B20, B25, B26, B28, B29, B30, B66	— B36, B40, B41				
WCDMA Bands:	B1, B2, B4, B5, B8				
Power:	LTE 23 dBm ± 1; HSPA+ 23 dBm ± 1 (typical conducted)				
Antennas:	SMA female connectors, external 600 MHz - 6 GHz cellular paddle antennas (Qty 2, included)				
GNSS/GPS:	Active GNSS — GPS, GLONASS, BeiDou, Galileo — DC voltage bias supplied (typical 3.1v)				
SMS:	Yes				
Regulatory:	FCC (U.S.), IC (Canada), CE (EU), RCM (AU/NZ), ICASA (ZA), IMDA (SG), SIRIM QAS (MY), Ifitel NOM (MX), Subtel (CL/CR), CRC (CO)				
Network Operator Standards:	PTCRB (U.S.), GCF (Worldwide)				
Network Operator Certifications:	AT&T, Verizon, Sprint, Optus, Telstra, EE*				
Public Safety Network Certifications:	Verizon Frontline, Verizon Response Verified				
Private Cellular Network	N/A				

* Cellular carriers and operators throughout the world may only require telecom industry certifications, like PTCRB or GCF, to operate on their network. Some carriers require additional testing and approval, beyond telecom certifications. A carrier listed in the approvals section means Cradlepoint completed additional testing and acquired technical approval for that given carrier. Any carrier not listed may not require additional testing or approval beyond telecom industry certifications to operate on their network.



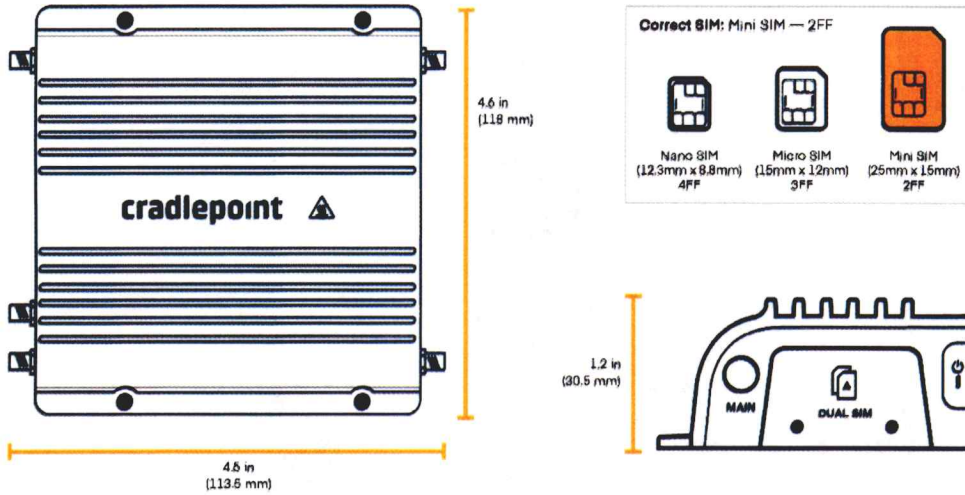


DATA SHEET • IBR900 SERIES

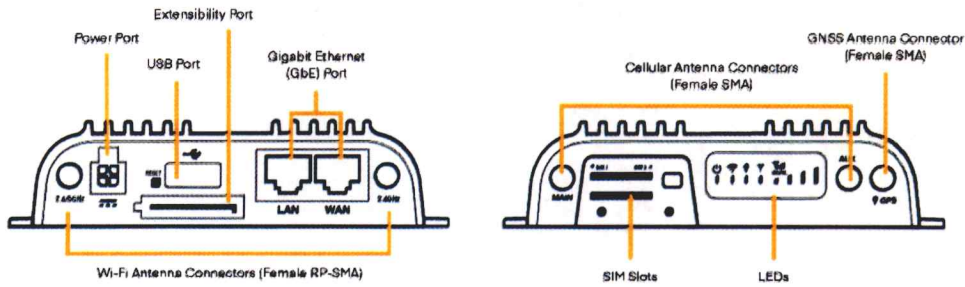


Hardware

Physical Measurements



Sides



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DATA SHEET • IBR900 SERIES



Ordering Guide

NetCloud Mobile and NetCloud Ruggedized IoT Essentials packages and plans contain all the features and capabilities required for a broad range of mobile, in-vehicle, and IoT applications. Essentials packages include 24x7 support (phone support: 24 hour weekdays with emergency response on weekends, web: 24x7, chat: 24x5) and a limited lifetime warranty.

For additional capabilities, a NetCloud Mobile Advanced Plan or NetCloud Ruggedized IoT Advanced Plan can be added to the NetCloud Mobile or Ruggedized IoT Essentials Package at any time.

See additional details of what is included in the Essential and Advanced NetCloud software: cradlepoint.com/netcloud-service

For more details on the IBR900 Series of routers, included with the NetCloud Enterprise Branch Packages, see below.

NetCloud Package & Plans

REGION	PACKAGE	DESCRIPTION	PART NUMBER
The Americas: U.S., Canada & Mexico	Mobile	NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (1000 Mbps modem), North America	MAX-0900120B-NNA
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (600Mbps modem), North America	MAX-0900600M-NNA
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), Mexico	MAX-0900600M-MX
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (no modem), North America	MAX-0900NM-ONA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (1000 Mbps modem), North America	MAAX-0900120B-NA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), North America	MAAX-0900600M-NA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), Mexico	MAAX-0900600M-MX
	FIPS	NetCloud Mobile FIPS Essentials Plan, Advanced Plan, and IBR900 FIPS router with Wi-Fi (600 Mbps modem), North America	MAX-900F600M-XFA
		NetCloud Mobile FIPS Essentials Plan, Advanced Plan, and IBR900 FIPS router with Wi-Fi (1000 Mbps modem), North America	MAX-900F120B-XFA
	Ruggedized IoT	NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), North America	TC0y-0900600M-NN
		NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), Mexico	TC0y-0900600M-MX
		NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (1000 Mbps modem), North America	TC0y-0900120B-NN
		NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), North America	TCAY-0900600M-NN
		NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), Mexico	TCAY-0900600M-MX
NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (1000 Mbps modem), North America	TCAY-0900120B-NN		

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7





DATA SHEET • IBR900 SERIES



NetCloud Package & Plans

REGION	PACKAGE	DESCRIPTION	PART NUMBER
Europe: European Union, Saudi Arabia, South Africa, United Arab Emirates & United Kingdom	Mobile	NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), Europe	MAX-0900600M-EWA
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (no modem), Europe	MAX-0900NM-0WA
	Ruggedized IoT	NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), Europe	MAAx-0900600M-EA
		NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), EMEA	TC0y-0900600M-EM
Asia Pacific: Australia, Malaysia, New Zealand & Singapore	Mobile	NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	TCAy-0900600M-EM
		NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	MAX-0900600M-PWA
	Ruggedized IoT	NetCloud Mobile Essentials Plan and IBR900 Router with Wi-Fi (no modem), APAC	MAX-0900NM-0WA
		NetCloud Mobile Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	MAAx-0900600M-PA
	Ruggedized IoT	NetCloud Ruggedized IoT Essentials Plan and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	TC0y-0900600M-PM
		NetCloud Ruggedized IoT Essentials Plan, Advanced Plan, and IBR900 Router with Wi-Fi (600 Mbps modem), APAC	TCAy-0900600M-PM
All Regions	Mobile	Renewal NetCloud Mobile Essentials Plan	MAX-NCESS-R
		Renewal NetCloud Mobile Advanced Plan (requires corresponding Essentials Plan)	MAX-NCADV
		Renewal NetCloud Mobile Advanced Plan (requires corresponding Essentials Plan)	MAX-NCADV-R
		Renewal NetCloud Mobile Essentials and Advanced Plans	MAAx-NCEA-R
	FIPS	Renewal NetCloud Mobile FIPS Essentials and Advanced Plan, FIPS Only	MAX-NCESSF-R
		Renewal NetCloud Ruggedized IoT Essentials Plan	TC0x-NCESS-R
	Ruggedized IoT	NetCloud Ruggedized IoT Advanced Plan (requires corresponding Essentials Plan)	TC0x-NCADV
		Renewal NetCloud Ruggedized IoT Advanced Plan	TC0x-NCADV-R
		Renewal NetCloud Ruggedized IoT Essentials and Advanced Plans	TCAx-NCEA-R

x = 1, 3, or 6 years
y = 3 or 5 years

Support & Warranty

The IBR900 Router is only sold as a component of NetCloud Mobile/ NetCloud Ruggedized IoT Essentials or Essentials and Advanced Packages.

- NetCloud Packages include support for the full subscription term.
- All Cradlepoint hardware products are covered by a limited lifetime warranty for as long as they have a subscription license to an active NetCloud Service Plan.

Find the most up-to-date information at cradlepoint.com/ibr900

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8





DATA SHEET • IDR900 SERIES



Accessories

INCLUDED	PART NUMBER
NetCloud Mobile Packages Only:	
— GPIO Cable, Small 2x2, Black, 3 meters, 22AWG	170685-001
NetCloud Ruggedized IoT Packages Only:	
— Cellular Antenna, Black, 600 MHz - 6 GHz, SMA, 180 mm (Qty. 2)	170760-000
— Wi-Fi Antenna, Black, Dual-Band 2.4/5 GHz, RP-SMA, 194 mm (Qty. 2)	170628-000
One of the following:	
— Power Supply, 12V Small 2x2, 1.5 meters (North America Type A)	170716-000
— Power Supply, 12V Small 2x2, 1.5 meters (Mexico Type A)	170716-001
— Power Supply, 12V Small 2x2, 1.5 meters (NA-UK-EU-AU Types A-G-C-I)	170717-000
OPTIONAL	PART NUMBER
Power Supply, 12V, Small 2x2, 1.5 meters (North America Type A)	170717-000
Power Supply, 12V, Small 2x2, 1.5 meters (Mexico Type A)	170716-001
Power Supply, 12V, Small 2x2, 1.5 meters (NA-UK-EU-AU Types A-G-C-I)	170717-000
Power Supply, 12V, Small 2x2 (C7 line cord not included), -30 °C to 70 °C	170869-000
Power Supply C7 Line Cord Options:	
— Line Cord, U.S. (C7), 1.8 meters, North America	170623-001
— Line Cord, U.S. (C7), 1.8 meters, European Union	170623-002
— Line Cord, U.S. (C7), 1.8 meters, United Kingdom	170623-003
— Line Cord, U.S. (C7), 1.8 meters, Australia	170623-004
Power Supply, vehicle, 12V, 2x2, 2 meters	170635-000
Small 2x2 Power to Barrel Adapter, 152 mm	170665-000
GPIO Cable, SATA with Lock Black 1.7 meters	170680-000
GPIO Cable, Small 2x2 Black, 3 meters 22AWG	170685-001
NetCloud Mobile Packages (bench testing only):	
— Cellular Antenna, Charcoal, 600 MHz - 6 GHz, SMA, 180 mm (Qty. 2)	170801-000
— Wi-Fi Antenna, Charcoal, Dual-Band 2.4/5 GHz, RP-SMA, 194 mm (Qty. 2)	170836-000
— Optional power supply (see above)	Varies (see above)
Din Rail Mounting Bracket	170656-002
Mag Mount Kit	170718-000
COR Extensibility Dock	170700-000
COR Extensibility Cable, SATA-DB9, Black, 305mm	170656-002
Second MC400 Modular Modem (for use with the COR Extensibility Dock) ¹ :	MA-MC400-1200M-B MC400LP6 MC400LP5

¹ Refer to the [Cradlepoint MC400 Modular Modem webpage](#) for more information about modular modems.





RFP Response

	State of West Virginia Agency Request for Quote Info Technology
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Proc Folder: 958325		Reason for Modification:	
Doc Description: RV50X LTE Routers or Equal for Traffic Counts (81220039)			
Proc Type: Agency Purchase Order			
Date issued	Solicitation Closes	Solicitation No	Version
2021-11-01	2021-11-16 14:30	ARFQ 0803 DOT220000013	1

BID RECEIVING LOCATION
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-260 1900 KANAWHA BLVD E CHARLESTON WV 25302 US

VENDOR
Vendor Customer Code: Vendor Name : AT&T Corp. Address : 818 Lee ST E Street : City : Charleston State : WV Country : USA Zip : 25301 Principal Contact : Elizabeth Spradlin Vendor Contact Phone: +1 304-890-0140 Extension:

FOR INFORMATION CONTACT THE BUYER Dusty J Smith (304) 558-2063 dusty.j.smith@wv.gov

<i>Elizabeth Spradlin</i>	FEIN# 13-4924710.	DATE November 16, 2021
Vendor Signature X		

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

Date Printed: Nov 1, 2021

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/03





ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - FOR STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION, IS SOLICITING BIDS FOR AN ONE TIME CONTRACT FOR ROUTERS AND PANEL ANTENNA PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DUSTY.J.SMITH@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY

MAKE SURE YOU DOWNLOAD ALL INFORMATION
THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sierra Wireless Airlink RV50X LTE Routers or Equal	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43222609			

Extended Description:

Sierra Wireless Airlink RV50X LTE Routers or Equal will be used in Continuous Count Stations for the purpose of transmitting traffic data from our Permanent Automated Traffic Records to the polling software GEOCounts TUPI.

Date Printed: Nov 1, 2021

Page 2

FORM ID: WV-PRC-ARFQ-002 2020/06





INVOICE TO | **SHIP TO**

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	2in1 Panel Antenna - 2xLTE, Bolt Mount, 3m cables or Equal	30.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43221723			

Extended Description:
2in1 Panel Antenna - 2xLTE, Bolt Mount, 3m cables or Equal

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUES AT 10AM	2021-11-08

Date Printed: Nov 1, 2021

Page 3

FORM ID: WV-PRC-ARFQ-002 2020/06





INSTRUCTIONS TO VENDORS SUBMITTING BIDS

(Agency Delegated Procurements Only)

- 1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

- A pre-bid meeting will not be held prior to bid opening
- A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.





All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 3. BIDSUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: RV50X LTE Routers or Equal for Traffic Counts (81220039)

BUYER: DUSTY SMITH

SOLICITATION NO.: ARFQ DOT220000013

BID OPENING DATE: 11/16/2021

BID OPENING TIME: 2:30PM

FAX NUMBER: N/A

- 4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.





5. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

6. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

 This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

7. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

9. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

10. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to





help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

- 10A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.
- 11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 13. NON-RESPONSIBLE:**The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148- 1-5.3, when the Director determines that the vendor





submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

14. **ACCEPTANCE/REJECTION:**The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”
15. **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., 5G-1- 1 et seq. and the Freedom of Information Act in 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.





GENERAL TERMS AND CONDITIONS:

(Agency Delegated Procurements Only)

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.
 - 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: This Contract becomes effective on

_____ and the initial contract term extends until _____

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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 _____ 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.

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 and Agency.

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Other: See attached.

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.

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 below must be provided to the Agency by the Vendor as specified below.

- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.
- 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 and must include the State as an additional insured on each policy 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 or not 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: _____ 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. **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

11. **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.

12. **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.

13. **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 licenses, subscriptions, or maintenance may be paid annually in advance.

14. **PAYMENTMETHODS:** Vendor must accept payment by electronic funds transfer or 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.)

15. **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.

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. **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.
18. **CANCELLATION:** The State 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 Agency 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.
19. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
20. **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.
21. **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. 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.
22. **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.
23. **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.





24. **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.
25. **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.
26. **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 and any other government agency or office that may be required to approve such assignments.
27. **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.
28. **STATEEMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
29. **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>
30. **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.

31. **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. 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.

32. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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.





33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. VENDORRELATIONSHIP: 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.





35. **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.
36. **PURCHASING AFFIDAVIT:** 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
37. **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.
38. **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.
39. **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.

40. 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 of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

41. 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.

42. **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.
43. **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.





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.

Elizabeth Spradlin, Client Solutions Executive
(Name, Title)

Elizabeth Spradlin/Client Solutions Executive
(Printed Name and Title)

816 Lee St, Floor 1, Charleston, WV 25301, USA
(Address)

304-690-0140
(Phone Number) / (Fax Number)

elizabeth.frazier.1@att.com
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

AT&T Corp.
(Company)

Elizabeth Spradlin Client Solutions Executive
(Authorized Signature) (Representative Name, Title)





Elizabeth Spradlin/ Client Solutions Executive
(Printed Name and Title of Authorized Representative)

11/16/2021
(Date)

304-690-0140
(Phone Number) (Fax Number)

Revised 04/21/2021





ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5
- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AT&T Corp.
Company





Elizabeth Spradlin

11/16/2021

Authorized Signature Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:**The West Department of Transportation is soliciting bids on to establish a contract for the one-time purchase of thirty (30) Sierra Wireless Airlink RV50X LTE Routers or equal.

The wireless modems will be used in Continuous Count Stations for the purpose of transmitting traffic data from our Permanent Automated Traffic Records to the polling software GEOCounts TUPI. Data collection is essential for the functionality of the State's data collection process and federal and state reporting.

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 **"ContractItem"** means of Sierra Wireless Airlink RV50X LTE Routers or equal as more fully described by these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 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.

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Contract Item Requirements:**Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 ContractItem #1 Sierra Wireless Airlink RV50X LTE Routers or equal

3.1.1.1.1 SierraWireless Airlink RV50X LTE Routers or equal must have have LTE Category: CAT 6.

3.1.1.1.2 SierraWireless Airlink RV50X LTE Routers or equal must have at least a minimum peak download of up to 300Mbps.





- 3.1.1.1.3 SierraWireless Airlink RV50X LTE Routers or equal must have at least a minimum peak upload of up to 50Mbps.
- 3.1.1.1.4 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following 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
- 3.1.1.1.5 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following 3G HSPA/HSPA+ frequency bands: 2100(B1), 1900(B2), 1800(B3), AWS(B4), 850(B5), 900(B8)
- 3.1.1.1.6 Sierra Wireless Airlink RV50X LTE Routers or equal should have the following interfaces:
 - 3.1.1.1.6.1 10/100/1000 Ethernet (RJ45)
 - 3.1.1.1.6.2 RS-232 serial port (DB-9)
 - 3.1.1.1.6.3 USB2.0 Micro-B Connector
 - 3.1.1.1.6.4 Three (3) SMA antenna connectors (primary, diversity, GPS)
 - 3.1.1.1.6.5 ActiveGPS antenna support
- 3.1.1.1.7 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following inputs and outputs:
 - 3.1.1.1.7.1 Configurable I/O pin on power connector.
 - 3.1.1.1.7.2 Configurable Pull-up for dry contact input.
- 3.1.1.1.8 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following LAN (Ethernet/USB) capabilities:
 - 3.1.1.1.8.1 DNS, DNS Proxy
 - 3.1.1.1.8.2 DHCP Server
 - 3.1.1.1.8.3 IPPassthrough
 - 3.1.1.1.8.4 VLAN
 - 3.1.1.1.8.5 Host Interface Watchdog





3.1.1.1.8.6 PPPoE

3.1.1.1.9 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following serial capabilities:

3.1.1.1.9.1 TCP/UDP Pad Mode

3.1.1.1.9.2 Modbus(ASCII, RUT, Variable)

3.1.1.1.9.3 PPP

3.1.1.1.9.4 DNP3 Interoperability

3.1.1.1.10 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following satellite navigation (GNSS):

3.1.1.1.10.1 12 Channel GPS and GLONASS Receiver

3.1.1.1.10.2 Acquisition Time: 1 second hot start

3.1.1.1.10.3 Accuracy: at least less than 2 meters (50%), at least less than 5 meters (90%)

3.1.1.1.10.4 Multiple Redundant Servers

3.1.1.1.10.5 Reliable Store and Forward

3.1.1.1.11 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following network management capabilities:

3.1.1.1.11.1 Secure network management applications available in the cloud or licensed platform in the enterprise data center.

3.1.1.1.11.2 Fleet wide firmware upgrade delivery

3.1.1.1.11.3 Router configuration and template management.

3.1.1.1.11.4 Router staging over the air and local Ethernet connection.

3.1.1.1.11.5 Over-the-air software and radio module firmware updates.

3.1.1.1.11.6 Device Configuration Templates

3.1.1.1.11.7 Configurable monitoring and alerting.





3.1.1.1.11.8 Remote provisioning and airtime activation.

3.1.1.1.12 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following gateway management interfaces:

3.1.1.1.12.1 ALMS

3.1.1.1.12.2 Localweb user interface

3.1.1.1.12.3 ATCommand Line Interface (Telnet/SSH/Serial)

3.1.1.1.12.4 SMS Commands

3.1.1.1.12.5 SNMP

3.1.1.1.13 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following network and routing capabilities:

3.1.1.1.13.1 NetworkAddress Translation

3.1.1.1.13.2 Port Forwarding

3.1.1.1.13.3 Host Port Routing

3.1.1.1.13.4 NEMO/DMNR

3.1.1.1.13.5 VRRP

3.1.1.1.13.6 ReliableStatic Route

3.1.1.1.13.7 DynamicDNS

3.1.1.1.13.8 PolicyRouting

3.1.1.1.13.9 VerizonANTM

3.1.1.1.13.10 IPv6Gateway

3.1.1.1.14 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following VPN capabilities:

3.1.1.1.14.1 IPsec, GRE, and OpenVPN Client

3.1.1.1.14.2 Upto 5 concurrent tunnels





3.1.1.1.14.3 Split Tunnel

3.1.1.1.14.4 Dead Peer Detection

3.1.1.1.14.5 Multiple Subnets

3.1.1.1.15 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following event engine capabilities:

3.1.1.1.15.1 Custom event triggers and reports

3.1.1.1.15.2 Configurable interface, no programming

3.1.1.1.15.3 Event Types: Digital Input, Network Parameters, Data Usage, Timer, Power, Device Temperature and Voltage

3.1.1.1.15.4 Report Types: RAP, SMS, Email, SNMP Trap, TCP (Binary, XML, CSV)

3.1.1.1.16 Sierra Wireless Airlink RV50X LTE Routers or equal must have the following environmental capabilities:

3.1.1.1.16.1 Military Spec MIL-STD-810G conformance to shock, vibration, thermal shock, and humidity.

3.1.1.1.16.2 IP64 rated ingress protection

3.1.1.2 Sierra Wireless Airlink RV50X LTE Routers or equal must be compatible with Verizon, AT&T, and T-Mobile USA.

3.1.2 Contract Item #2 - Sierra Wireless Airlink Antenna 2-in-1 Panel or equal

3.1.2.1 Sierra Wireless Airlink Antenna 2-in-1 Panel or equal must have been tested and certified to provide MiMo LTE antenna function for AirLink routers and gateways or equal.

3.1.2.2 Sierra Wireless Airlink Antenna 2-in-1 Panel or equal must be compact, low profile housing is ground plane independent, weatherproof and contain a minimum of two (2) antenna elements with effective isolation and correlation covering all current global cellular and LTE bands in freq. range 698-960/1710-3800MHz.





3.1.2.3 SierraWireless Airlink Antenna 2-in-1 Panel or equal must be bolt mountable.

3.1.2.4 Sierra Wireless Airlink Antenna 2-in-1 Panel or equal must have a minimum a 3-meter cable.

3.1.3 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids should be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation and will be required prior to award. The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation **characteristics required and are not intended to limit or restrict competition.**

4. CONTRACT AWARD:

4.1 **Contract Award:**The Contract is intended to provide Agencies with a purchase price for the 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 Page:**Vendor should complete the Pricing Pages in wvOASIS by entering the unit price for each commodity line item if responding online. If responding via mail, vendor should complete the Exhibit A Pricing Page by entering the Unit Price for each commodity line item. The Exhibit A Pricing Page has been provided in Excel and formatted to automatically calculate the bid. However, it is the vendors responsibility to ensure the calculations for their bid is correct, before submitting. In the event of an error, the unit price shall prevail. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 **Payment:**Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:





- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 1900 Kanawha Boulevard East, Building 5, Room 720 Charleston, WV 25305
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party. Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 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.

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.





EXHIBIT A - PRICING PAGE

TOTAL EQUIPMENT PRICE				
LOCATION - BUILDING 5, ROOM A-720 CHARLESTON, WV 25305				
Contract Item Number	Quantity	Description	Unit Price	TOTAL
3.1.1	30	Contract Item #1 Sierra Wireless Airlink RV50X LTE Routers (Item # 1103052) or equal		\$ -
3.1.2	30	Contract Item #2 -2in1 Panel Antenna - 2xLTE, Bolt Mount, 3m cable (Item # 6001124) or equal		\$ -
Total				\$ -

AT&T Response:

Please see AT&T attachment : West Virginia Division of Highways - CP Mobile- IBR900-Pricing





PURCHASING AFFIDAVIT

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: AT&T


Authorized Signature: Manuel Pineda Date: August 26, 2020

State of MARYLAND

County of CARROLL, to-wit:

Taken, subscribed, and sworn to before me this 26th day of August, 2020.

My Commission expires March 26, 2022.

AFFIX SEAL HERE  NOTARY PUBLIC Michael J. Flister
Purchasing Affidavit (Revised 01/19/2018)



VENDOR INFORMATION:	
Vendor Name:	AT&T
Address (For Remittance):	PO Box 5019 Carol Stream, IL 60197-5019
City, State, Zip:	
VENDOR CONTACT	
Name:	John Pfaff
Title:	Assoc. Engagement Manager
Phone:	770-225-0224
Email:	jp468t@att.com
BUDGETARY QUOTE	
Created Date:	11/16/2021
Expiration Date:	12/16/2021



AT&T

CUSTOMER INFORMATION	
Customer Name:	West Virginia Division of Highways
Shipping Address:	1900 Kanawha Blvd East Bldg 5 Room 270 Charleston, WV 25302
City, State & Zip:	
NCM Admin	Dusty Smith
Contact Phone:	3045582063
Customer EMAIL for NCM Admin	dusty.j.smith@wv.gov
ACCOUNT INFORMATION	
BAN	
FAN	
ACTIVE CTN connected to BAN	
Bill To BAN or SEI?	

SKU	QTY	DESCRIPTION	MSRP PRICE	MSRP TOTAL	CUSTOMER PRICE EACH	EXT. TOTAL
MA1-09001208-NNA	30	1-yr NetCloud Mobile Essentials Plan and IBR9000 router with WIFI (1000Mbps modem), no AC power supply or antennas, North America	\$999.00	\$29,970.00	\$597.00	\$17,910.00
170716-000	30	Power Supply, 12V, 2A, -20C to 60C, 2x2, 2IM (North America), used with IBR1700, IBR900/IBR950, IBR600C/IBR650C, IBR200, E300	\$24.99	\$749.70	\$14.95	\$448.50
170801-000	60	Cellular Antenna, Charcoal, 600MHz - 6GHz, SMA, 152mm, used with E300 and E3000 (on all modems including MC400s)	\$14.99	\$899.40	\$8.95	\$537.00
170836-000	60	WiFi Antenna, Charcoal, Dual-band 2.4/5GHz, RPSMA, 194mm, used with E3000	\$14.99	\$899.40	\$8.95	\$537.00
TOTAL				\$32,518.50		\$19,432.50

If account is tax exempt and not setup up properly taxes maybe charged. It will be the responsibility of the account team for any issuance of credit

Tax Not Inldd, F.O.B., SHIP. PT., PPD/CHG

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AT&T shall pass through to Customer any warranties available from the Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties, including but not limited to RMA's. Cradlepoint devices are non-refundable. Device exchange & replacement directly through the manufacturer is available via Cradle Care.