

# **GOODS AND SERVICES SUPPLY AGREEMENT**

UTA CONTRACT #21-03413

## **On-Board Mobile Gateway, Annual Maintenance and Parts**

THIS GOODS AND NON-PROFESSIONAL SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Sierra Wireless America, Inc., a Delaware Corporation (the “Contractor”).

### **RECITALS**

WHEREAS, on April 18, 2021, UTA received competitive proposals to provide On-Board Mobile Gateway, Annual Maintenance and Parts and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Goods and Services”) according to the terms, conditions and specifications prepared by UTA in RFP 21-03413 (the “RFP”); and

WHEREAS, UTA wishes to procure the Goods and Services according to the terms, conditions and specifications set out in this Contract; and

WHEREAS, the Contractor In-Vehicle Mobile Gateway Annual Maintenance and Parts Proposal dated April 18, 2021 submitted by the Contractor in response to the RFP (“Contractor’s Proposal”) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Goods and Services according to the terms, conditions and specifications of the Contract.

### **AGREEMENT**

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **GOOD AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Goods and/or Services in accordance with the Contract as described in Exhibit A (Scope of Work)(including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Goods and Services (made via purchase order or other agreed order method) during a two (2) - year period expiring July 31, 2023. UTA may, at its sole election and in its sole discretion, extend the initial

term for up to three (3) additional one-year option periods, for a total Contract period not to exceed five (5) years. Extension options may be exercised by UTA upon providing Contractor with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). The Contract may be further extended if the Contractor and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

This contract has a not-to-exceed amount for 2021 of \$100,000 and for years 2022 through 2026 a not-to-exceed amount of \$300,000.00 for a total not-to-exceed amount of \$1,300,000.00. Funding will be provided by the issuance of purchase orders. UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Goods have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

Intentionally omitted.

5. **ORDER OF PRECEDENCE**

Intentionally omitted.

6. **LAWS AND REGULATIONS**

Contractor and any and all Goods and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

7. **INSPECTION, DELIVERY AND TRANSFER OF TITLE**

- a. Upon UTA's request, UTA's representative shall be provided access to Contractor's facilities to obtain information on production progress and to make inspections during the manufacturing or assembly process. Contractor will make reasonable efforts to obtain, for UTA, access to subcontractor facilities for the purposes described above. If the specifications include pre-shipment inspection requirements, Goods shall not be shipped until UTA or its designee has inspected the Goods, and authorized Contractor to proceed with the shipment.
- b. Delivery of the Goods is a substantial and material consideration under the Contract. Unless otherwise specifically set forth in the pricing schedule: (i) Contractor shall be solely responsible for the delivery of the Goods FOB to the delivery point specified in the Contract (or otherwise designated by UTA) and all costs related thereto are included in the pricing; and (ii) Contractor shall retain all liabilities and risk of loss with respect to the Goods until the Goods are delivered and received by UTA.
- c. After delivery, the Goods shall be subject to inspection, testing and acceptance by UTA, including any testing or commissioning process described in the specifications. UTA shall have the right to reject any Goods or Services that are defective or do not conform

to the specifications or other Contract requirements. Goods or Services rejected shall be replaced, repaired or re-performed so as to conform to the Contract (and to UTA's reasonable satisfaction). If Contractor is unable or refuses to correct such Goods within a time deemed reasonable by UTA, then UTA may cancel the order in whole or in part. Any inspection and testing performed by UTA shall be solely for the benefit of UTA. Neither UTA's inspection of the production processes, production progress and/or Goods or Services (nor its failure to inspect) shall relieve Contractor of its obligations to fulfill the requirements of the Contract, or be construed as acceptance by UTA.

- d. Contractor warrants that title to all Goods covered by an invoice for payment will pass to UTA no later than the time of payment. Contractor further warrants that upon submittal of an invoice for payment, all Goods and/or Services for which invoices for payment have been previously issued and payments received from UTA shall be free and clear of liens, claims, security interests or encumbrances in favor of Contractor or any subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided equipment, materials, and labor related to the equipment and/or work for which payment is being requested.

## 8. **INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of the applicable Goods and satisfactory performance of the applicable Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

## 9. **WARRANTY OF GOODS AND SERVICES**

- a. Contractor warrants that all Goods (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Goods and Services shall be of the quality specified and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Goods and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time during the applicable Warranty Period (defined below), Contractor shall at its own expense (i) promptly repair, replace and/or re-perform any Goods or Services that fail to conform to the warranties set forth in this section 9(a), or (ii) if such remedies are not reasonably practicable, will refund UTA the amount paid for the non-conforming Goods or Services.
- d. Intentionally omitted.

- e. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. Contractor warrants that: (1) the Goods have been properly designed and manufactured, and (2) the Goods are free of significant defects or unusual problems about which UTA has not been warned.
- f. The foregoing warranties are made solely during the applicable warranty period, which is (a) 3 years from delivery for hardware, and (b) 90 days from delivery for software, and (c) 90 days from performance for services (“Warranty Period”).
- g. THIS SECTION 9 STATES CONTRACTOR’S SOLE WARRANTIES WITH RESPECT TO THE GOODS AND SERVICES, AND ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT. The remedies set forth in section 9(c) above state Contractor’s sole obligations and UTA’s sole remedy for any breach of the warranties in this Section 9.

**10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Intentionally omitted.

**11. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as “Indemnitees”) from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys’ fees and costs (hereinafter referred to collectively as “claims”) related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor’s indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers’ compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the acts or omissions of UTA or the Indemnitees.

**12. INSURANCE REQUIREMENTS**

- a. Contractor and subcontractors shall procure and maintain until all of its obligations have been discharged (including satisfaction of all warranty periods under the Contract), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- b. The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional

insurance as may be determined necessary.

- c. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**1. Commercial General Liability – Occurrence Form** - Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: "Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

**2. Intentionally omitted.**

**3. Worker's Compensation and Employers' Liability**

|                         |           |
|-------------------------|-----------|
| Workers' Compensation   | Statutory |
| Employers' Liability    |           |
| Each Accident           | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit  | \$500,000 |

Policy shall contain a waiver of subrogation against UTA.

- d. The policies shall include, or be endorsed to include, the following provisions:

13. Intentionally omitted.

14. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

a. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Utah and with an "A.M. Best" rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

b. Contractor shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

c. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to UTA separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

h. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits

contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

15. **OTHER INDEMNITIES/LIMITATION OF LIABILITY**

- a. Contractor shall defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all third party claims of any kind or nature whatsoever on account of United States copyright or patent infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed United States copyright or patent infringement and Contractor shall pay all damages and costs finally awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such a patent or copyright infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Goods and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Goods or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Goods or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Goods or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Limitation of Liability; Disclaimer. EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES INCURRED BY THE OTHER PARTY IN RESPECT OF ANY AND ALL CLAIMS AND LIABILITIES HOWSOEVER ARISING OUT OR IN CONNECTION WITH THIS CONTRACT AND NOT SPECIFICALLY EXCLUDED IN ACCORDANCE WITH SECTION 15(E) BELOW, SHALL BE LIMITED TO ONE MILLION DOLLARS (USD\$1,000,000.00).
- d. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE AMOUNTS DUE UNDER THIS CONTRACT ARE SUBJECT TO THESE LIMITATIONS AND THAT THIS SECTION FORMS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

- e. Exclusions. THE LIMITATIONS OF SECTIONS 15(c) And 15(D) SHALL NOT APPLY TO LIMIT EITHER PARTY'S LIABILITY FOR ITS GROSS NEGLIGENCE, WILLFUL BREACH OF THE TERMS OF THIS CONTRACT OR FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT.

16. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

17. **STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

18. **USE OF SUBCONTRACTORS**

- a. Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subcontractors.
- e. Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws

19. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Goods and Services might affect UTA's Environmental Management Systems obligations. A partial

list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

## **20. ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

## **21. ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Goods and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Goods and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

## **20. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall promptly comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, all reasonable costs incurred as a result of the Suspension of Work Order shall be paid to the Contractor upon termination of the Contract.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, the parties will mutually agree to make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

## **21. TERMINATION**

- a. **FOR CONVENIENCE**: UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a

termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.

- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor thirty (30) days written notice to cure such default:
1. Terminate the Contract (in whole or in part) for default;
  2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
  3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall promptly discontinue all work affected (unless the notice directs otherwise) Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination.

## 22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
1. In the Scope of Services;
  2. In the method or manner of performance of the Work; or
  3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- b. A change in the Work may only be accepted through a mutually agreed upon written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within thirty (30) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

**23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor’s compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

**24. FINDINGS CONFIDENTIAL**

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by a party or its subcontractors under this Contract are considered confidential information of such party and shall not be made available to any person, organization, or entity by a party without consent in writing from the other party.
- b. It is hereby agreed that the following information is not considered to be confidential:
  1. Information already in the public domain;
  2. Information disclosed to a party by a third party who is not under a confidentiality obligation;
  3. Information developed by or in the custody of a party before entering into this Contract;
  4. Information developed by a party through its work with other clients; and
  5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

**25. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

**26. PROJECT MANAGER**

UTA's Project Manager for the Contract is Kyle Brimley or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) \_287-2524.

**27. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Pat Postell, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Procurement & Contract Specialist at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3060.

**28. CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

**29. NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority  
ATTN: Pat Postell  
669 West 200 South  
Salt Lake City, UT 84101  
[ppostell@rideuta.com](mailto:ppostell@rideuta.com)

If to Contractor:

Sierra Wireless, Inc.  
ATTN: Legal Department  
13811 Wireless Way  
Richmond, BC Canada V6V 3A4  
[legal@sierrawireless.com](mailto:legal@sierrawireless.com)

b. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

**30. CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

| <b>Level of Authority</b>                          | <b>Time Limit</b>  |
|--|--------------------|
| UTA's Project Manager/Contractor's Project Manager | Five calendar days |
| UTA's Supervisor/Contractor's Supervisor           | Five calendar days |
| UTA's Department Manager/Contractor's CFO          | Five calendar days |

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

**31. GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

**32. COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

**32. SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

**33. AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

**34. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by any contingency beyond its reasonable control, including, but not limited to, fire, riot, floods, epidemics, pandemics, cyber attacks/terrorism, shortages of labor, materials, equipment or transportation, or changes to government laws, rules or regulations, or acts of God and/or war.

**35. NO THIRD PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of the Contract.

**36. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

**37. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**38. NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

**39. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this

Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

**40. SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

**41. LICENSE GRANT.** Subject to the terms of this Contract, including UTA's payment of any applicable license fees, Contractor grants to UTA a non-exclusive, non-sublicensable and non-transferable worldwide license to: (i) use the licensed software for which license fees have been paid, but solely in support of the UTA's use of the Goods; and (ii) use the documentation for UTA's own internal purposes in conjunction with the UTA's authorized use of the licensed software.


**42. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**SIERRA WIRELESS OF AMERICA, INC.:**

**UTAH TRANSIT AUTHORITY:**

DocuSigned by:  
By  \_\_\_\_\_  
4264E4C7B1D5409...  
Tony MORRIS  
VP North American Sales  
By \_\_\_\_\_

\_\_\_\_\_  
Mary DeLoretto  
Interim Executive Director

\_\_\_\_\_  
Alisha Garrett  
Chief Enterprise Strategic Officer

\_\_\_\_\_  
Daniel Harmuth  
IT Director

\_\_\_\_\_  
Michael Bell  
Assistant Attorney General

**SCOPE OF WORK**

The specifications outlined in this Exhibit A apply only to the MG90 series devices.

**IN-VEHICLE GATEWAY****MECHANICAL REQUIREMENTS****SINGLE ENCLOSURE**

All gateway electronics, including wireless data modems, shall be contained within a single, compact enclosure.

**MOUNTING**

The equipment enclosure shall incorporate integrated mounting brackets that permit the gateway to be fastened directly to the vehicle body or mounting tray.

**SIZE**

The enclosure shall be suitable for mounting in confined spaces. The height of the gateway enclosure shall permit mounting on an existing equipment tray with limited vertical clearance. The physical dimensions shall not exceed 3.5 inches high, 12.0 inches deep and 12.0 inches wide.

**WEIGHT**

The weight of the gateway shall not exceed 6.5 pounds including installed radio modems.

**MATERIAL**

The communications equipment shall be a rugged design, with a corrosion resistant cast alloy enclosure to protect all electronic components.

**FULLY ENCLOSED**

All electronics that comprise the gateway device (including cellular data modems, Wi-Fi modems, etc.) shall be fully contained within the enclosure. An equipment configuration with electronic subassemblies, including modems, protruding from the enclosure is not acceptable.

**LOCKING CONNECTORS**

Power and RF antenna connectors shall be threaded or have a locking mechanism to prevent accidental removal of associated cables.

**ELECTRICAL AND ENVIRONMENTAL REQUIREMENTS****TEMPERATURE**

The gateway shall operate over a temperature range of at least -30°C to +70°C (-22°F to +158°F). This temperature range shall be achieved using passive cooling of the enclosure with no requirement for internal fans. The gateway shall monitor its operating temperature and automatically enter a low power state when operating outside its programmed temperature range. The gateway shall automatically resume normal operation when the temperature returns within range.

## **SHOCK**

The gateway shall withstand mechanical shock as per MIL-STD-810G test method 516.6

## **VIBRATION**

The gateway shall withstand mechanical vibration as per MIL-STD-810G test method 514.6. The gateway shall also survive endurance testing according to SAEJ1455 section 4.10.4 1.

## **INGRESS PROTECTION**

The gateway enclosure shall be rated IP64 (per IEC60529) for protection from solid objects, dust and water.

## **Rail Certification**

The gateway shall be certified with respect to electronic components in applicable sections of EN-50155 and EN-45545

## **POWER SUPPLY**

### *Voltage*

The gateway shall operate with standard 12 or 24 VDC vehicle power systems and shall function without impairment from a sustained DC supply power of 9 to 36 Volts DC.

The gateway power supply and electronics shall be protected from damage caused by reverse polarity of DC power connections and from short periods of overvoltage operation up to 48 VDC.

The gateway shall operate without impairment when subjected to automotive voltage transients exhibited during cold cranking engine start events with voltage dips as low as +5 volts (voltage waveforms as per SAE J1113-11 Fig.7).

### *Ignition Sensing*

The gateway shall be configurable for automatic power up upon detecting activation of 12 or 24 VDC ignition systems.

### *Battery Protection*

The gateway shall be configurable to support automatic power down at a predefined low-voltage level or after a predefined interval following shutdown of vehicle ignition. The gateway shutdown timer shall have a software programmable interval of up to 24 hours after ignition turnoff. The shutdown timer shall be remotely configurable via software.

### *Immunity to Conduct Transients*

The gateway shall be protected from conducted power line transients as defined in SAE J1455 section 4.13.2.2.1.

### *Reliability*

The gateway shall have an MTBF of in excess of 200,000 hours calculated per Telecordia “Reliability Prediction Procedure for Electronic Equipment” document SR-332 Method 1, Issue 3 or equivalent.

## NETWORKING REQUIREMENTS

### MULTI-NETWORK WIDE AREA WIRELESS ACCESS

#### *Cellular*

The gateway shall be optionally configurable to incorporate a minimum of two internal cellular modems for reliable connection supporting access to public and private cellular data services including:

- 5G NR with fallback to LTE CAT20
- LTE Advanced Pro (Carrier Aggregation)
- LTE Band Class 14 (public safety broadband network)
- Fall back to UMTS HSPA+

#### *Commercial Carrier Support*

The gateway shall be available configurations that support any of the following 4G or 5G LTE networks of the following carriers:

AT&T, AT&T FristNet, T-Mobile, Verizon, Bell,

#### *5G Cellular*

The gateway shall be optionally capable of supporting 5G in the below 6GHz frequency range with one or two internal cellular radio modules.

#### *Network Operator Switching for Embedded Cellular Modems*

The gateway shall support automatic carrier switching based on the carrier of the installed SIM card.

#### *Wi-Fi WAN Access*

The gateway shall incorporate two internal Wi-Fi radio modems to communicate with broadband access points supporting 802.11 b/g/n/ac standard transmissions in dual band 2.4/5 GHz band. This 802.11ac client radio shall support 3x3 MIMO operation using exterior antennas. The Wi-Fi client radio shall be dedicated to Wi-Fi WAN operations, and shall be separate from the mobile access point radio also embedded in the gateway.

#### *External Wireless Modems*

The gateway shall be capable of wide-area communications via external wireless modems. Such external modem connections shall be configurable using Ethernet plus tcp/ip on the gateway

#### *Multi-Network Operation and Switching Policies*

The gateway shall automatically switch wide area traffic between wide area wireless networks according to administrator-defined switching policies. Switching policies shall be based upon, at a minimum: network availability, network priority, signal strength, time of day, vehicle location and vehicle speed.

#### *Load Balancing*

The gateway shall provide an option to distribute network sessions across two or more wide-area network links in order to expand the overall capacity of the wide-area connection. To effectively accommodate wide-area connections with different performance characteristics, a weighting mechanism shall be provided in order to distribute more sessions to the higher capacity link(s).

### ***Traffic Routing***

The gateway shall have the capability to control data flow between LAN and WAN interfaces selectively and explicitly to enable simultaneous use of any active WAN connection.

### ***Traffic Filtering***

To assure that only appropriate application traffic is routed over each wireless infrastructure, the gateway shall be capable of automatically filtering application traffic directed to each wide-area wireless network. Filtering rules shall be administrator-definable for each network type.

### ***Quality of Service Management***

The gateway shall provide a Quality of Service (QoS) mechanism to classify application traffic based on source or destination address and/or port. For each defined class of traffic, the gateway shall allow the specification of priorities for transmission across the wide area network connection as well as minimum bandwidth guarantees and maximum bandwidth allowances to ensure individual applications cannot consume all available bandwidth. To accommodate wide-area connections with different performance characteristics, the gateway shall allow the priorities and bandwidth constraints for each traffic class to be set independently for each wide-area network connection.

### ***Modem Upgrades***

To enable access to new wireless network infrastructure deployed in the future, it shall be possible to replace previously configured wireless modems or install new wireless modems in the gateway.

### ***RF Antenna Connection***

It shall be possible to connect any wireless modem embedded in the gateway to an external RF antenna via a connector mounted on the gateway enclosure. There shall be sufficient antenna ports to support MIMO operation for each WAN and Wi-Fi radio interface.

### ***Modem Capacity***

The gateway shall be configurable to incorporate a minimum of three (3) separate wireless modems (Wi-Fi and Cellular) within a single enclosure

### ***SIM Trays***

The gateway shall have minimum of two (2) built-in SIM trays (1 for each modem) for use with SIM-based cellular radio modules.

### ***Network Status Beacon***

The gateway shall support a Network Status Beacon which broadcasts the status (connected or disconnected) of the WAN to client devices connected to the local LAN.

## **MOBILE ACCESS POINT**

### ***Dual Wi-Fi Access***

The gateway shall be optionally configurable to incorporate a wireless broadband access points supporting 802.11 b/g/n/ac standard transmissions in the 2.4/5GHz band. This 802.11n client radio shall support 3x3 MIMO operation using exterior antennas.

### ***Multiple SSID***

The gateway Wi-Fi mobile access point shall support up to four (4) SSIDs.

### ***Multiple Access Points***

It shall be possible to optionally configure both Wi-Fi radio modules embedded in the gateway as two separate Wi-Fi devices, one to serve as a Wi-Fi client outside the vehicle and the other to serve as a Wi-Fi access point for clients inside the vehicle.

### ***Passenger Wi-Fi Portal***

The gateway shall support passenger access to the public internet via the embedded Wi-Fi access point, while preventing passenger access to devices and/or VPNs dedicated to bus operations. The gateway shall be configurable to redirect HTTP traffic from Wi-Fi-connected devices in the vehicle to an administrator-specified HTML portal page. As a configuration option, the portal page shall present terms of service to be accepted before the users are able to exchange data with the public internet. It shall be possible for web portal content on each gateway to be automatically updated through the use of a central server repository. The gateway shall be configurable to automatically terminate the user session upon expiry of an administrator-defined session duration or when the client Wi-Fi device disconnects from the gateway.

### ***Content Filtering***

The gateway shall support an optional DNS-based content monitoring and filtering service.

## **WIRED CONNECTIONS**

### ***Serial***

The gateway shall support at least one RS232 serial data connection.

### ***Ethernet***

The gateway shall support a minimum of five (5) 10/100/1000 BaseT Ethernet ports with auto MDI/MDIX support.

### ***USB***

The gateway shall support a minimum of two (2) USB 3.0 connections.

### ***General Purpose Inputs/Outputs***

The gateway shall support a minimum of four (5) general purpose IO lines, each of which can be configured as a digital input or output.

## **FUNCTIONAL REQUIREMENTS**

### **SECURE ADMINISTRATIVE ACCESS**

Local and remote access to the administrative interface of the gateway shall be secured by password-protected login.

### **DHCP SERVER**

The gateway shall incorporate a DHCP server compliant with RFC 2131 for IP address assignment to LAN-connected devices.

### **NETWORK TIME PROTOCOL SERVER**

The gateway shall be configurable as an NTP server compliant with RFC 1305 to distribute network time to its LAN connected clients.

### **DYNAMIC DNS CLIENT**

The communications system shall be configurable to report updates of the gateway's primary WAN IP address to its active Domain Name Server in compliance with RFC2136.

## NETWORK ADDRESS TRANSLATION

The gateway shall support Network Address Translation (NAT) with port forwarding, according to RFC 1631.

## VLAN SUPPORT

The gateway shall enable the creation of multiple virtual LANs within the vehicle, partitioned by physical network interface and 802.1Q VLAN tags.

## ENCRYPTED VPN

### *IPSEC Client Capability*

The gateway shall incorporate client software to implement managed VPN connections over the wireless wide area network links. The VPN client shall be compatible with an IPsec VPN server deployed in the agency enterprise network and shall be capable of 256-bit AES encryption.

### *FIPS-140-2 Support*

The VPN client shall be available with optional FIPS-140-2 certified data encryption.

### *IKE Support*

The VPN client shall be configurable for authentication using either an IKEv1 or IKEv2 pre-shared key or X.509 based certificate.

### *MOBIKE Support*

When interoperating with a compatible VPN host, the gateway shall be capable of using the MOBIKE extension to IKEv2 to maintain a single IPsec security association for the VPN tunnel while roaming to a new wireless network.

## Wi-Fi LAN SECURITY

### *Wi-Fi LAN Access Security*

The gateway's mobile access point shall be configurable at the administrator's discretion to secure user access using WPA2/AES-CCMP with Pre-Shared Key or WPA2 Enterprise with EAP-TLS authentication.

### *Wi-Fi WAN Access Security*

The gateway shall be capable of accessing wireless WAN connections on fixed Wi-Fi access point infrastructure using the following authentication protocols:

- WEP – Shared Key (40-bit or 104-bit)
- WPA with Pre-Shared Key
- WPA/TKIP
- WPA2/CCMP
- WPA2 Enterprise with X.509 certificate

## GPS RECEIVER

### *Channels*

The gateway shall incorporate a dedicated embedded GPS receiver, separate from the cellular modem card, with a minimum of 48 receive channels.

### *Local GPS Data Reporting*

The gateway shall be capable of reporting GPS location information to gateway-connected computers using NMEA 0183 messaging standards and customized extensions to allow longer identification strings for vehicles.

The gateway shall be configurable to report GPS location information over-the-air to one or more remote hosts.

## **DATA STORAGE**

The gateway shall be equipped with a minimum of 1 GB of internal storage and shall be able to accommodate larger internal storage devices if required for particular applications.

## **MANAGEMENT CAPABILITIES**

### **GATEWAY MANAGEMENT SYSTEM**

#### **HOSTED SERVICE AND ENTERPRISE APPLIANCE**

The gateway management system shall be available either as a hosted service or as a stand-alone enterprise appliance for installation within customer's premise.

### **GATEWAY CONFIGURATION**

#### **OVER-THE-AIR SOFTWARE UPGRADES**

Gateway operating system software shall be upgradable via a wireless download, with no need for maintenance personnel to visit each vehicle. It shall be possible to enable (and disable) automatic over-the-air software updates when a WAN link is connected.

#### **SOFTWARE CONFIGURATION UPDATES**

Gateway configuration parameters shall be updatable remotely via wireless access, with no need for maintenance personnel to visit each vehicle.

### **MASS CONFIGURATION**

The gateway management system shall automate distribution and activation of fleet wide configuration changes. The system shall assure the successful application of such configuration changes regardless of operational status of individual gateways when the update process is launched and shall report the update status for each vehicle.

### **LOCATION-BASED REPORTING AND LOGGING**

The gateway management system shall have the capability to log the location of all vehicles and view their location in a map-based/geographic format.

### **SECURE REACH-THROUGH**

The gateway management system shall enable authorized users to perform remote administration of computing devices that support remote access protocols such as VNC (virtual network console), RDP (Remote Desktop Protocol), HTTP, HTTPS, SSH..

### **MANAGEMENT DATA COLLECTION**

The communications gateway shall collect, retain and periodically transmit to a centralized management server, a minimum of once per day under normal vehicle operations, pertinent management information for the reporting period. Reported management information shall include:

- Vehicle location history
- Unit start-up/shut-down events
- Vehicle/Gateway battery voltage
- Availability of wide area network links
- Link switching events

- Visibility and signal strength of Wi-Fi access points
- Volume of transmitted data for each available wireless network type
- Volume of received data for each available wireless network type
- Supply voltage and operating temperature of the unit
- Connection status of LAN clients
- VPN tunnel status
- RAM and disk consumption
- Configuration change events
- Identifying numbers of the SIM in use
- List the identities of attached devices, for example IP address

## CONFIGURABLE MANAGEMENT DATA REPORTING

Reporting of management data by the gateway to the management server shall be configurable to limit the use of high-cost wireless links.

## MANAGEMENT DATA REPRESENTATION

### GENERAL DISPLAY AND REPORTING REQUIREMENTS

Management information reports and status displays on the centralized management server shall be accessible to either local or remote users via a browser-based interface. No additional client software should be required to support access to management system.

### GATEWAY STATUS DISPLAY PARTITIONING

It shall be possible for the system administrator to assign each gateway to a designated group for management reporting purposes. Management privileges of an individual user of the management system shall be configurable to restrict access to only specified groups of gateways for which the individual is responsible.

### GATEWAY STATUS DISPLAY

It shall be possible to present the following status information on a status monitoring screen for each logical group of gateway devices. Display content and layout shall be definable by the system administrator:

- Unit ID
- Unit IP address
- Vehicle voltage level
- Unit operating temperature
- Elapsed time since last gateway heartbeat
- Duration that unit has been accessible
- Total receive bytes for the current reporting period
- Total transmit bytes for the current reporting period
- Operational status of the gateway
- Software version
- Time since last GPS fix
- GPS Satellites in View (Total/Usable)
- Ignition Status

### STATUS EXCEPTION REPORTING

Reported status parameters shall be monitored by the system, with status exception events automatically detected according to administrator-defined threshold values. Such exceptions shall be automatically logged by the system, highlighted by color-coding of status display elements, and reported to remote administrators via email or SNMP.

## NETWORK MANAGEMENT REPORTS

Using logged information, the system shall generate management information reports both on an ad hoc basis and automatically at scheduled times. Report output shall be saved on the server and optionally distributed to a predefined email list.

The system shall report wide area network utilization, network availability based on location, and trends in accessibility of each Gateway. Such reports shall include:

- Cellular coverage maps derived from fleet-wide network logs
- Coverage trails mapping network accessibility for individual vehicles
- Vehicle connection times by individual network or aggregated for all networks
- Availability trend, indicating the percentage of in-service time that individual gateways were accessible over-the-air
- Volume of data received/transmitted on each network by an individual gateway or group of gateways
- Volume of data received/transmitted per LAN client device
- Volume of data received/transmitted per network service type
- Bandwidth consumption mapped by location
- Link utilization, providing a time-based view of gateway link selection
- Event filter reports to view selected event types from the detailed system logs
- Wi-Fi access point coverage report
- Cellular equipment inventory report showing what modem cards are installed in each vehicle along with serial and SIM numbers of each card, including: IMEI/MEID, MDN and UICC.
- Passenger Wi-Fi usage

## SYSTEM SECURITY

### INTEGRATED MOBILE VPN

The mobile communications system shall have an integrated standards-based IPsec Mobile VPN solution optimized for use in a multi-network environment, consisting of an enterprise grade security appliance installed within the customer premise and IPsec VPN client installed on the vehicle gateway.

The VPN solution shall be available with optional FIPS-140-2 compliant encryption modules.

### FAST SWITCHING AND MULTI-NETWORK SUPPORT

The VPN solution of the mobile communications system shall provide IP address persistence using IPsec with IKEV2 and MOBIKE to enable sub-second switching across multi-WAN environments.

### VPN CLIENT SOFTWARE

The VPN solution shall consist of VPN client software running on the gateway which automatically establishes and maintains a secure IPsec tunnel between the vehicle and enterprise VPN security appliance. All devices connected to the gateway can then share this secure VPN tunnel. The VPN solution shall not require any special VPN client software or license to be installed on each computing device (PC, Laptop, tablet, etc.) connected to the gateway LAN.

### SECURITY CREDENTIAL MANAGEMENT

The mobile communications system shall have the ability for administrator to remotely manage and automatically rotate and change the security credentials for the VPN and Wi-Fi (depot/yard) on each gateway on a regular basis. The management of the security credentials shall be done via the central gateway management system.

# PROFESSIONAL SERVICES

## Shipment

- a. Unless otherwise advised by UTA, the Contractor shall deliver units to UTA’s Meadowbrook warehouse at:

Utah Transit Authority  
 3600 S. 700 W.  
 Salt Lake City, UT 84119  
[www.rideuta.com](http://www.rideuta.com)

## WARRANTY

The mobile communications system vendor shall provide a minimum three (3) year limited warranty that includes the following for defects only the in-vehicle hardware, software, and back office management and security software.

## PRODUCT END OF LIFE

The mobile communications system vendor shall provide a minimum 6-month notification to UTA of end of life / support of a product. The vendor will propose an alternative product to be evaluated and negotiated with UTA to be added to the contract price list.

### EXHIBIT B PRICING

| Item                       | SKU     | Product Title                    | Product Features  | FirstNet | Proposed for UTA | Support and Management         | Accessories   | Antenna Specs   | List        | Disc | UTA Price   |
|----------------------------|---------|----------------------------------|---|----------|------------------|--------------------------------|---|---|-------------|------|-------------|
| <u>In Vehicle Gateways</u> |         |                                  |   |          |                  |                                |   |   |             |      |             |
| 1                          | 1104708 | MG90 5G Single Radio 4X4 MIMO    | Carrier neutral, single 5G CAT 20 MG90 with dual wifi, bluetooth, GNSS, 5G Sub-6/LTE    | Yes      | compatible yes   | AMM required, on prem or cloud | mounting bracket, ac adapter,telemetry scanner kit                        | 8 in 1 Dome white or black  | \$ 1,699.00 | 40%  | \$ 1,019.40 |
| 2                          | 1104709 | MG90 5G dual 5G Radios, 2X2 mimo | Carrier neutral, single 5G CAT 20 MG90 with dual wifi, bluetooth, GNSS, 5G Sub-6/LTE    | Yes      | compatible yes   | AMM required, on prem or cloud | mounting bracket, ac adapter,telemetry scanner kit                        | 6 in 1  | \$ 1,999.00 | 41%  | \$ 1,179.41 |
| 3                          | 1103982 | MG90 4G Dual Cell Radio          | Carrier neutral, dual 4G LTE A Pro CAT12 radios, dual wifi, blue                        | Yes      | compatible yes   | AMM required, on prem or cloud | mounting bracket, ac adapter,telemetry scanner kit                        | 6in 1 sharkfin or dome MIMO (2)   | \$ 1,899.00 | 41%  | \$ 1,424.25 |
| 4                          | 1103981 | MG90 4G                          | Carrier neutral, single 4G CAT12 radio, field upgradable to two radios, dual wifi, blue | Yes      | compatible yes   | AMM required, on prem or cloud | mounting bracket, ac adapter and field upgrade kit, telemetry scanner kit | 6in 1 sharkfin or dome MIMO 1   | \$ 1,599.00 | 41%  | \$ 943.41   |
| 5                          | 1104708 | MG90 5G 4X4                      | Carrier neutral, single 5G radio,dual wifi, gps, bluetooth                              | Yes      | compatible yes   | AMM required, on prem or cloud | mounting bracket, ac adapter and field upgrade kit, telemetry scanner kit | 8 in 1 Dome antenna, optional 3 in 1 wifi antenna for second wifi radio | \$ 1,699.00 | 41%  | \$ 1,002.41 |
| 6                          | 1104709 | MG90 Dual 5G 2X2                 | Carrier neutral, dual 5G radio,dual wifi, gps, bluetooth                                | Yes      | compatible yes   | AMM required, on prem or cloud | mounting bracket, ac adapter  | 8 in 1 Dome antenna, optional 3 in 1 wifi                               | \$ 1,999.00 | 41%  | \$ 1,179.41 |

|    |         |  |   |     |                |   |                               |                                       |           |               |
|----|---------|--|---|-----|----------------|---|-------------------------------|---------------------------------------|-----------|---------------|
|    |         |  |   |     |                | and field upgrade kit, telemetry scanner kit                          | antenna for second wifi radio |                                       |           |               |
| 7  | 1104071 | MP70 includes 1-year AirLink Complete        | Carrier neutral, 4G LTE A Pro radio, ethernet GB switch, GPS, uses Airlink Complete/ALMS, and aMM cloud and on prem | Yes | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | telemetry kit, ac adapter     | 3 in 1 sharkfin antenna, 2 LTE, 1 gps | \$ 799.00 | 41% \$ 471.41 |
| 8  | 1104073 | MP70 w/wifi includes 1-year AirLink Complete | Sames as above but with high power 3X3 MIMO wifi (multi-mode)   | Yes | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | telemetry kit, ac adapter     | 6in 1 sharkfin or dome MIMO 1         | \$ 899.00 | 41% \$ 530.41 |
| 9  | 1104303 | RV55 includes 1-year AirLink Complete        | Carrier neutral, 4G LTE A Pro, GPS/GNSS, single ethernet, serial  | Yes | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter                    | 3 in 1 sharkfin antenna, 2 LTE, 1 gps | \$ 689.00 | 41% \$ 406.51 |
| 10 | 1104302 | RV55 w/wifi includes 1-year AirLink Complete | Carrier neutral, 4G LTE A Pro, GPS/GNSS, single ethernet, serial, 2 WIFI radios which are WAVE 2 each               | Yes | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter                    | 6in 1 sharkfin or dome MIMO 1         | \$ 789.00 | 41% \$ 465.51 |
| 11 | 1104580 | LX60 includes 1-year AirLink Complete        | Carrier neutral, essential series   | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter                    | 2 in 1 LTE MIMO                       | \$ 399.00 | 41% \$ 235.41 |
| 12 | 1104572 | LX60 includes 1-year AirLink Complete        | Carrier neutral, essential series DC;WiFi;GNSS  | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter                    | 4 in 1 or 6 in 1 MIMO                 | \$ 469.00 | 41% \$ 276.71 |
| 13 | 1104493 | LX60 includes 1-year AirLink Complete        | Carrier neutral, essential seriesDC;WiFi;GNSS; Telemetry  | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter/telemetry cable    | 4 in 1 or 6 in 1 MIMO                 | \$ 499.00 | 41% \$ 294.41 |
| 14 | 1103826 | LX60 includes 1-year AirLink Complete        | Carrier neutral, essential series   | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter                    | 2 in 1 LTE MIMO                       | \$ 399.00 | 41% \$ 235.41 |
| 15 | 1103827 | LX60 includes 1-year AirLink Complete        | Carrier neutral, essential series DC;WiFi;GNSS  | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter                    | 4 in 1 or 6 in 1 MIMO                 | \$ 469.00 | 41% \$ 276.71 |
| 16 | 1103828 | LX60 includes 1-year AirLink Complete        | Carrier neutral, essential series DC  | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter                    | 2 in 1 LTE MIMO                       | \$ 399.00 | 40% \$ 239.40 |
| 17 | 1103829 | LX60 includes 1-year AirLink Complete        | Carrier neutral, essential series DC;WiFi;GNSS  | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter                    | 4 in 1 or 6 in 1 MIMO                 | \$ 469.00 | 40% \$ 281.40 |

|    |         |  |   |     |                |   |            |                       |           |               |
|----|---------|--|---|-----|----------------|---|------------|-----------------------|-----------|---------------|
| 18 | 1104030 | LX60 includes 1-year AirLink Complete  | Carrier neutral, essential series         | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter | 2 in 1 LTE MIMO       | \$ 379.00 | 40% \$ 227.40 |
| 19 | 1103052 | RV50X includes 1-year AirLink Complete | Carrier neutral                           | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter | 2 in 1 LTE MIMO       | \$ 589.00 | 40% \$ 353.40 |
| 20 | 1103045 | RV50X includes 1-year AirLink Complete | Carrier neutral                           | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter | 2 in 1 LTE MIMO       | \$ 589.00 | 40% \$ 353.40 |
| 21 | 1103973 | RV50X includes 1-year AirLink Complete | Carrier neutral, essential series         | No  | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter | 2 in 1 LTE MIMO       | \$ 589.00 | 41% \$ 347.51 |
| 22 | 1104579 | LX40 includes 1-year AirLink Complete  | Carrier neutral, essential series DC      | Yes | compatible yes | Includes 1 year Airlink Complete, upgrade to AMM hosted/on prem avail | ac adapter | 2 in 1 LTE MIMO       | \$ 299.00 | 41% \$ 176.41 |
| 23 | 1104573 | LX40 includes 1-year AirLink Complete  | Carrier neutral, essential series DC;WiFi | Yes | compatible yes | Includes 1 year Airlink   | ac adapter | 4 in 1 or 6 in 1 MIMO | \$ 349.00 | 41% \$ 205.91 |

|    |  |  |  |  |  |   |  |  |  |  |
|----|--|--|--|--|--|---|--|--|--|--|
|    |  |  |  |  |  | Complete, upgrade to AMM hosted/on prem avail |  |  |  |  |
| 24 |  |  |  |  |  |   |  |  |  |  |
| 25 |  |  |  |  |  |   |  |  |  |  |

Software

|   |         |   |   |     |          |     |     |     |             |     |             |
|---|---------|---|---|-----|----------|-----|-----|-----|-------------|-----|-------------|
| Management Software License per Gateway       |         |   |   |     |          |     |     |     |             |     |             |
| 22  | 9010204 | AMM Client License - MG90 (per device)                          | Client License for AMM on premise, licenses per each gateway. | N/A | Yes      | N/A | N/A | N/A | \$ 295.00   | 20% | \$ 236.00   |
| 23  | 9010137 | AMM Client License - ALEOS devices (per device)                 | Client License for AMM on premise, licenses per each gateway. | N/A | Yes      | N/A | N/A | N/A | \$ 115.00   | 20% | \$ 92.00    |
| 24  | 9010270 | AMM Client License - GenX (per device)                          | Client License for AMM on premise, licenses per each gateway. | N/A | Yes      | N/A | N/A | N/A | \$ 45.00    | 20% | \$ 36.00    |
| Management Software License per Gateway       |         |   |   |     |          |     |     |     |             |     |             |
|   | N/A     | Already owend by UTA  |   |     |          |     |     |     |             |     |             |
| Airlink Connection Manager VPN (ACM) Licenses |         |   |   |     |          |     |     |     |             |     |             |
| 25  | 9010206 | ACM VM Server Software License (Max 2 VM instances)             | VPN Server License  | Yes | Optional | N/A | N/A | N/A | \$ 3,750.00 | 20% | \$ 3,000.00 |
| 26  | 9010207 | ACM VM Server Software License (FIPS) (Max 2 VM instances)      | VPN Server License FIPS                                       | Yes | Optional | N/A | N/A | N/A | \$ 7,500.00 | 20% | \$ 6,000.00 |
| 27  | 9010208 | ACM Client License (Non-FIPS) - MG90/ALEOS devices (per device) | Client VPN License per gateway                                | Yes | Optional | N/A | N/A | N/A | \$ 150.00   | 20% | \$ 120.00   |
| 28  | 9010210 | ACM Client License (FIPS) - MG90/ALEOS devices (per device)     | Client VPN License per gateway                                | Yes | Optional | N/A | N/A | N/A | \$ 300.00   | 20% | \$ 240.00   |
| 29  | 9010213 | ACM Annual Maintenance and Support (Hardware & Software)        | Annual Maitenance for ACM                                     | Yes | Optional | N/A | N/A | N/A |             |     |             |

Support

|   |         |  |   |     |     |     |     |     |           |     |           |
|---|---------|--|---|-----|-----|-----|-----|-----|-----------|-----|-----------|
| Device Technical support for In Vehicle Gateways (when on prem is used) |         |  |   |     |     |     |     |     |           |     |           |
| 30  | 9010229 | AirLink Support for AMM on Prem - Device technical support for MG devices    | Sierra Wireless technical support for MG devices (only) for 1 year    | N/A | Yes | N/A | N/A | N/A | \$ 105.00 | 45% | \$ 57.75  |
| 31  | 9010356 | AirLink Support for AMM on Prem - Device technical support for MG devices    | Sierra Wireless technical support for MG devices (only) for 3 year    | N/A | Yes | N/A | N/A | N/A | \$ 315.00 | 20% | \$ 252.00 |
| 32  | 9010358 | AirLink Support for AMM on Prem - Device technical support for MG devices    | Sierra Wireless technical support for MG devices (only) for 5 year    | N/A | Yes | N/A | N/A | N/A | \$ 525.00 | 20% | \$ 420.00 |
| Device Technical support for other Routers (when on prem is used)       |         |  |   |     |     |     |     |     |           |     |           |
| 33  | 9010282 | AirLink Support for AMM on Prem - Device technical support for ALEOS devices | Sierra Wireless technical support for ALEOS devices (only) for 1 year | N/A | No  | N/A | N/A | N/A | \$ 50.00  | 20% | \$ 40.00  |
| 34  | 9010360 | AirLink Support for AMM on Prem - Device technical support for ALEOS         | Sierra Wireless technical support for ALEOS devices (only) for 3 year | N/A | No  | N/A | N/A | N/A | \$ 150.00 | 20% | \$ 120.00 |

|   |           |   |  |     |     |     |     |     |              |     |              |
|---|-----------|---|--|-----|-----|-----|-----|-----|--------------|-----|--------------|
| 35  | 9010362   | AirLink Support for AMM on Prem - Device technical support for ALEOS devices  | Sierra Wireless technical support for ALEOS devices (only) for 5 year          | N/A | No  | N/A | N/A | N/A | \$ 250.00    | 20% | \$ 200.00    |
| *Hardware warranty service included for years 4 and 5 if device has been under continual support of dev |           |   |  |     |     |     |     |     |              |     |              |
| Annual AMM Software Support   |           |   |  |     |     |     |     |     |              |     |              |
| 36  | 9010212-R | AMM Annual Maintenance and Support (Hardware & Software)  | Annual support/Maintenance for AMM client/gateway (April 1, 21 to Mar 31 2022) | N/A | Yes | N/A | N/A | N/A | \$ 27,060.30 | 45% | \$ 14,883.17 |
| 37  |           |   |  | N/A | Yes | N/A | N/A | N/A | \$ -         | 0%  | \$ -         |
| <b>Cloud Hosted Solutions</b>   |           |   |  |     |     |     |     |     |              |     |              |
| Airlink Complete, ALMS and support hosted,ES New device at Time of purchase LX/RV/MP/GX/                |           |   |  |     |     |     |     |     |              |     |              |
| 38  | 9010322   | AirLink Complete - For new ALEOS devices. Includes ALMS and technical support.  | 3 years  | N/A | No  | N/A | N/A | N/A | \$ 100.00    | 20% | \$ 80.00     |
| 39  | 9010324   | AirLink Complete - For new ALEOS devices. Includes ALMS, technical support and hardware warranty up to 5 years*                                 | 5 years  | N/A | No  | N/A | N/A | N/A | \$ 200.00    | 20% | \$ 160.00    |
| Airlink Complete, ALMS and support hosted,ES Post Sale/Add-on after purchase LX/RV/MP/GX/               |           |   |  |     |     |     |     |     |              |     |              |
| 40  | 9010279   | AirLink Complete - For new ALEOS devices. Includes ALMS, technical support and hardware warranty up to 5 years*                                 | 1 year   |     | No  | N/A | N/A | N/A | \$ 50.00     | 20% | \$ 40.00     |
| 41  | 9010310   | AirLink Complete - For new ALEOS devices. Includes ALMS, technical support and hardware warranty up to 5 years*                                 | 3 years  |     | No  | N/A | N/A | N/A | \$ 150.00    | 20% | \$ 120.00    |
| 42  | 9010312   | AirLink Complete - For new ALEOS devices. Includes ALMS, technical support and hardware warranty up to 5 years*                                 | 5 years  |     | No  | N/A | N/A | N/A | \$ 250.00    | 20% | \$ 200.00    |
| AMM Hosted For MG90   |           |   |  |     |     |     |     |     |              |     |              |
| 43  | 9010184   | AirLink Support for AMM Hosted - For MG devices. Includes AMM Cloud device management and technical support.                                    | 1 year   |     | No  | N/A | N/A | N/A | \$ 195.00    | 20% | \$ 156.00    |
| 44  | 9010352   | AirLink Support for AMM Hosted - For MG devices. Includes AMM Cloud device management and technical support.                                    | 3 years  |     | No  | N/A | N/A | N/A | \$ 585.00    | 20% | \$ 468.00    |
| 45  | 9010354   | AirLink Support for AMM Hosted - For MG devices. Includes AMM Cloud device management and technical support with hardware warranty(upto 5 year) | 5 years  |     | No  | N/A | N/A | N/A | \$ 975.00    | 20% | \$ 780.00    |
| AMM Hosted For ALEOS (RV/MP/ES/)  |           |   |  |     |     |     |     |     |              |     |              |
| 46  | 9010281   | AirLink Support for AMM Hosted - For ALEOS devices. Includes AMM Cloud management and technical support.  | 1 year   |     | No  | N/A | N/A | N/A | \$ 120.00    | 20% | \$ 96.00     |

|    |         |  |         |    |     |     |     |           |     |           |
|----|---------|--|---------|----|-----|-----|-----|-----------|-----|-----------|
| 47 | 9010318 | AirLink Support for AMM Hosted - For ALEOS devices. Includes AMM Cloud management and technical support. | 3 years | No | N/A | N/A | N/A | \$ 360.00 | 20% | \$ 288.00 |
| 48 | 9010320 | AirLink Support for AMM Hosted - For ALEOS devices. Includes AMM Cloud management and technical support. | 5 years | No | N/A | N/A | N/A | \$ 600.00 | 20% | \$ 480.00 |

Server HW/Appliances

|    |         |  |                            |    |     |     |     |             |     |             |
|----|---------|--|----------------------------|----|-----|-----|-----|-------------|-----|-------------|
| 49 | 6001027 | AMM Appliance Hardware Enterprise Lite (per appliance) | Server for ACM             | No | N/A | N/A | N/A | \$ 2,250.00 | 15% | \$ 1,912.50 |
| 50 | 6001028 | AMM Appliance Hardware Enterprise (per appliance)      | 2 Servers/failover for ACM | No | N/A | N/A | N/A | \$ 7,495.00 | 15% | \$ 6,370.75 |
| 51 | 6001029 | ACM Appliance Hardware (per appliance)                 | Server for ACM             | No | N/A | N/A | N/A | \$ 2,250.00 | 15% | \$ 1,912.50 |

Professional Services

|    |         |  |  |    |     |     |     |              |     |              |
|----|---------|--|--|----|-----|-----|-----|--------------|-----|--------------|
| 52 | 9010275 | AirLink Device Deployment (Remote Deployment)                      |  | No | N/A | N/A | N/A | \$ 3,000.00  | 20% | \$ 2,400.00  |
| 53 | 9010272 | AirLink Device Deployment (On-site)                                |  | No | N/A | N/A | N/A | \$ 30,000.00 | 20% | \$ 24,000.00 |
| 54 | 9010267 | AM/AMM Implementation (1 instance, Remote Deployment)              |  | No | N/A | N/A | N/A | \$ 4,000.00  | 20% | \$ 3,200.00  |
| 55 | 9010244 | AM/AMM Implementation (1 Instance, On-site)                        |  | No | N/A | N/A | N/A | \$ 9,000.00  | 20% | \$ 7,200.00  |
| 56 | 9010245 | AM/AMM Implementation (up to 3 Instances, On-site)                 |  | No | N/A | N/A | N/A | \$ 14,000.00 | 20% | \$ 11,200.00 |
| 57 | 9010273 | ACM Implementation (1 Instance, Remote Deployment)                 |  | No | N/A | N/A | N/A | \$ 8,000.00  | 20% | \$ 6,400.00  |
| 58 | 9010246 | ACM Implementation (2 instances, Onsite)                           |  | No | N/A | N/A | N/A | \$ 12,000.00 | 20% | \$ 9,600.00  |
| 59 | 9010214 | Custom Deployment Services   |  | No | N/A | N/A | N/A |              | 20% |              |
| 60 | 9010215 | Professional Services Hourly Rate (Remote Services)                |  | No | N/A | N/A | N/A | \$ 300.00    | 20% | \$ 240.00    |
| 61 | 9010258 | Professional Services Daily Rate (Travel included, Minimum 2 days) |  | No | N/A | N/A | N/A | \$ 3,250.00  | 20% | \$ 2,600.00  |
| 62 | 9010133 | On-Site Training (2-day event)                                     |  | No | N/A | N/A | N/A | \$ 8,000.00  | 20% | \$ 6,400.00  |
| 63 | 9010134 | On-Site Training Daily Rate for Additional Days                    |  | No | N/A | N/A | N/A | \$ 2,500.00  | 20% | \$ 2,000.00  |
| 64 | 9010135 | Live Web-based Training Hourly Rate                                |  | No | N/A | N/A | N/A | \$ 300.00    | 20% | \$ 240.00    |
| 65 | 9010218 | Quarterly Solution Review  |  | No | N/A | N/A | N/A | \$ 30,000.00 | 20% | \$ 24,000.00 |
| 66 | 9010219 | Semi-annual Solution Review  |  | No | N/A | N/A | N/A | \$ 20,000.00 | 20% | \$ 16,000.00 |

Accessories

|          |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|
| Antennas |  |  |  |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|--|--|

|    |         |  |  |     |    |     |     |     |           |     |           |
|----|---------|--|--|-----|----|-----|-----|-----|-----------|-----|-----------|
| 67 | 6001344 | 8in1 Dome Antenna - 4x5G/4G, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, Black   |  | Yes |    | N/A | N/A | N/A | \$ 550.00 | 15% | \$ 467.50 |
| 68 | 6001345 | 8in1 Dome Antenna - 4x5G/4G, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, White   |  | Yes |    | N/A | N/A | N/A | \$ 550.00 | 15% | \$ 467.50 |
| 69 | 6001364 | 6in1 Dome Antenna - 2x5G/4G, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, Black   |  | Yes |    | N/A | N/A | N/A | \$ 399.00 | 15% | \$ 339.15 |
| 70 | 6001363 | 6in1 Dome Antenna - 2x5G/4G, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, White   |  | Yes |    | N/A | N/A | N/A | \$ 399.00 | 15% | \$ 339.15 |
| 71 | 6001197 | 6in1 SharkFin Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, Black |  | Yes | No | N/A | N/A | N/A | \$ 365.00 | 15% | \$ 310.25 |
| 72 | 6001262 | 6in1 SharkFin Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, White |  | Yes | No | N/A | N/A | N/A | \$ 365.00 | 15% | \$ 310.25 |
| 73 | 6001121 | 6in1 Dome Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, White     |  | Yes | No | N/A | N/A | N/A | \$ 365.00 | 15% | \$ 310.25 |
| 74 | 6001129 | 6in1 Dome Antenna - 2xLTE, GNSS, 3xWiFi, 2.4/5GHz, Bolt Mount, 5m, Black     |  | Yes | No | N/A | N/A | N/A | \$ 365.00 | 15% | \$ 310.25 |
| 75 | 6001275 | 5in1 Dome Antenna - 2xLTE, GNSS, (1+1)WiFi, 2.4/5GHz, Bolt Mount, 5m, Black  |  | Yes | No | N/A | N/A | N/A | \$ 350.00 | 15% | \$ 297.50 |
| 76 | 6001198 | 4in1 SharkFin Antenna - 2xLTE, GNSS, 1xWiFi, 2.4/5GHz, Bolt Mount, 4m, Black |  | Yes | No | N/A | N/A | N/A | \$ 265.00 | 15% | \$ 225.25 |
| 77 | 6001201 | 4in1 BAT Antenna - 2xLTE, GNSS, 1xWiFi, 2.4/5GHz, Adhesive Mount, 3m, Black  |  | Yes | No | N/A | N/A | N/A | \$ 115.00 | 15% | \$ 97.75  |
| 78 | 6001119 | 3in1 SharkFin Antenna - 2xLTE, GNSS, Bolt Mount, 4m, Black                   |  | Yes | No | N/A | N/A | N/A | \$ 235.00 | 15% | \$ 199.75 |
| 79 | 6001136 | 3in1 Dome Antenna - 2xLTE, GNSS, Bolt Mount, 5m, White                       |  | Yes | No | N/A | N/A | N/A | \$ 235.00 | 15% | \$ 199.75 |

|    |         |  |  |     |    |     |     |     |           |     |           |
|----|---------|--|--|-----|----|-----|-----|-----|-----------|-----|-----------|
| 80 | 6001200 | 3in1 BAT Antenna - 2xLTE, GNSS, Adhesive Mount, 3m, Black            |  | Yes | No | N/A | N/A | N/A | \$ 105.00 | 15% | \$ 89.25  |
| 81 | 6001202 | 3in1 Rail Antenna - 2xLTE, GNSS, Bolt Mount, 6m, Black               |  | Yes | No | N/A | N/A | N/A | \$ 470.00 | 15% | \$ 399.50 |
| 82 | 6001199 | 3in1 SharkFin WiFi Antenna - 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, Black |  |     | No | N/A | N/A | N/A | \$ 245.00 | 15% | \$ 208.25 |
| 83 | 6001120 | 2in1 SharkFin Antenna - 2xLTE, Bolt Mount, 4m, Black                 |  |     | No | N/A | N/A | N/A | \$ 190.00 | 15% | \$ 161.50 |
| 84 | 6001123 | 2in1 Dome Antenna - 2xLTE, Bolt Mount, 5m, White                     |  |     | No | N/A | N/A | N/A | \$ 190.00 | 15% | \$ 161.50 |
| 85 | 6001283 | 3in1 WiFi Antenna - 3xWiFi, 2.4/5GHz,                                |  |     | No | N/A | N/A | N/A | \$ 180.00 | 15% | \$ 153.00 |

|             |         |   |  |    |     |     |     |           |     |           |
|-------------|---------|---|--|----|-----|-----|-----|-----------|-----|-----------|
|             |         | Bolt Mount, 4m, Black   |  |    |     |     |     |           |     |           |
| 86          | 6001284 | 3in1 WiFi Antenna - 3xWiFi, 2.4/5GHz, Bolt Mount, 4m, White               |  | No | N/A | N/A | N/A | \$ 180.00 | 15% | \$ 153.00 |
| 87          | 6001124 | 2in1 Panel Antenna - 2xLTE, Bolt Mount, 3m, Black                         |  | No | N/A | N/A | N/A | \$ 48.00  | 15% | \$ 40.80  |
| 88          | 6001219 | 2in1 Panel Antenna - 2xLTE, Bolt Mount, 1m, Black                         |  | No | N/A | N/A | N/A | \$ 48.00  | 15% | \$ 40.80  |
| 89          | 6001125 | 3in1 Panel Antenna - 2xLTE, GNSS, Bolt Mount, 3m, Black                   |  | No | N/A | N/A | N/A | \$ 72.00  | 15% | \$ 61.20  |
| 90          | 6001211 | 3in1 Panel Antenna - 2xLTE, GNSS, Bolt Mount, 1m, Black                   |  | No | N/A | N/A | N/A | \$ 72.00  | 15% | \$ 61.20  |
| 91          | 6001285 | 4in1 Panel Antenna - 2xLTE, GNSS, 1xWiFi, 2.4/5GHz, Bolt Mount, 2m, Black |  | No | N/A | N/A | N/A | \$ 82.00  | 15% | \$ 69.70  |
| 92          | 6001231 | Panel LPWA Antenna - LTE, Bolt Mount, 2m, Black                           |  | No | N/A | N/A | N/A | \$ 36.00  | 15% | \$ 30.60  |
| 93          | 6001152 | Panel Antenna Bracket (Wall/Pole/Mast)                                    |  | No | N/A | N/A | N/A | \$ 12.00  | 15% | \$ 10.20  |
| 94          | 6001126 | High Gain Directional Antenna - 2xLTE, Wall Mount, 5m, White              |  | No | N/A | N/A | N/A | \$ 145.00 | 15% | \$ 123.25 |
| 95          | 6001128 | Puck(Cell+GPS) Antenna - 1xLTE, GNSS, Dash Mount, 3m, Black               |  | No | N/A | N/A | N/A | \$ 45.00  | 15% | \$ 38.25  |
| 96          | 6001111 | Paddle WiFi Antenna - 2.4/5GHz  |  | No | N/A | N/A | N/A | \$ 14.00  | 15% | \$ 11.90  |
| 97          | 6001110 | Paddle Cellular Antenna   |  | No | N/A | N/A | N/A | \$ 14.00  | 15% | \$ 11.90  |
| 98          | 6001112 | SharkFin Mag mount Adaptor  |  | No | N/A | N/A | N/A | \$ 55.00  | 15% | \$ 46.75  |
| 99          | 6001113 | Dome Mag mount Adaptor  |  | No | N/A | N/A | N/A | \$ 75.00  | 15% | \$ 63.75  |
| 100         | 6001343 | 5G Paddle Antenna   |  | No | N/A | N/A | N/A | \$ 20.00  | 15% | \$ 17.00  |
| Accessories |         |   |  |    |     |     |     |           | 15% |           |
| 100         | 6001024 | Mounting Bracket for MG90   |  | No | N/A | N/A | N/A | \$ 75.00  | 15% | \$ 63.75  |
| 101         | 6000659 | DIN Rail Mounting Bracket for RV50/RV55                                   |  | No | N/A | N/A | N/A | \$ 25.00  | 15% | \$ 21.25  |
| 102         | 6001214 | DIN Rail Mounting Bracket for LX60  |  | No | N/A | N/A | N/A | \$ 25.00  | 15% | \$ 21.25  |
| 103         | 6001221 | DIN Rail Mounting Bracket for LX40  |  | No | N/A | N/A | N/A | \$ 20.00  | 15% | \$ 17.00  |
| 104         | 6001252 | RV-GX Mounting bracket adaptor  |  | No | N/A | N/A | N/A | \$ 25.00  | 15% | \$ 21.25  |
| 105         | 6001138 | oMG-MG Mounting bracket adaptor   |  | No | N/A | N/A | N/A | \$ 45.00  | 15% | \$ 38.25  |
| 106         | 2000038 | DB-15M/DB-9F Serial Cable for GX Series I/O X-Card                        |  | No | N/A | N/A | N/A | \$ 20.00  | 15% | \$ 17.00  |
| 107         | 2000424 | I/O Cable for X-Card DB15 to individual wires                             |  | No | N/A | N/A | N/A | \$ 25.00  | 15% | \$ 21.25  |

|     |              |                                      |  |    |     |     |     |           |     |          |
|-----|--------------|--------------------------------------|--|----|-----|-----|-----|-----------|-----|----------|
| 108 | 6001238      | RV55 Dual Serial Y-Cable             |  | No | N/A | N/A | N/A | \$ 20.00  | 15% | \$ 17.00 |
| 109 | 6001004      | MP/LX I/O Cable                      |  | No | N/A | N/A | N/A | \$ 25.00  | 15% | \$ 21.25 |
| 110 | 6001095      | MG90 I/O Cable                       |  | No | N/A | N/A | N/A | \$ 25.00  | 15% | \$ 21.25 |
| 111 | 6001204      | MP70 OBD-II Y Cable                  |  | No | N/A | N/A | N/A | \$ 45.00  | 15% | \$ 38.25 |
| 112 | 6001192      | MP70 J1939 Y Cable                   |  | No | N/A | N/A | N/A | \$ 45.00  | 15% | \$ 38.25 |
| 113 | 6001023      | AC Adaptor, 12 VDC MG90              |  | No | N/A | N/A | N/A | \$ 75.00  | 15% | \$ 63.75 |
| 114 | 2000579      | AC Adaptor, 12 VDC ES/GX/LS/MP/RV/LX |  | No | N/A | N/A | N/A | \$ 20.00  | 15% | \$ 17.00 |
| 115 | 6001103      | DC Power Cable Pigtail MG90 10ft     |  | No | N/A | N/A | N/A | \$ 25.00  | 15% | \$ 21.25 |
| 116 | 6001140      | oMG-MG Cable+Antenna adaptor         |  | No | N/A | N/A | N/A | \$ 55.00  | 15% | \$ 46.75 |
| 117 | 120-140-1017 | DC Power Cable, X PLATFORM CIGAR     |  | No | N/A | N/A | N/A | \$ 50.00  | 15% | \$ 42.50 |
| 118 | 2000522      | DC Power Cable ES/GX/MP/RV/LX        |  | No | N/A | N/A | N/A | \$ 15.00  | 15% | \$ 12.75 |
| 119 | IMTCAB001    | DC Power Cable oMG                   |  | No | N/A | N/A | N/A | \$ 50.00  | 15% | \$ 42.50 |
| 120 | 6000649      | RV50 Display Unit                    |  | No | N/A | N/A | N/A | \$ 100.00 | 15% | \$ 85.00 |

|     |         |   |  |    |     |     |     |           |     |           |
|-----|---------|---|--|----|-----|-----|-----|-----------|-----|-----------|
| 121 | 6000533 | LCD Test Board Kit, cables and accessories                  |  | No | N/A | N/A | N/A | \$ 100.00 | 15% | \$ 85.00  |
| 122 | 6001034 | Asset Tag - Wi-Fi (T2)                                      |  | No | N/A | N/A | N/A | \$ 120.00 | 15% | \$ 102.00 |
| 123 | 6001035 | Asset Tag - Wi-Fi with Temperature Sensor (T5a)             |  | No | N/A | N/A | N/A | \$ 130.00 | 15% | \$ 110.50 |
| 124 | 6000665 | OBD-II Telemetry Kit, AirLink (CAN)                         |  | No | N/A | N/A | N/A | \$ 220.00 | 15% | \$ 187.00 |
| 125 | 6001030 | OBD-II Telemetry Scanner Kit, MG (Y-Cable)                  |  | No | N/A | N/A | N/A | \$ 275.00 | 15% | \$ 233.75 |
| 126 | 6001107 | OBD-II Telemetry Scanner Kit, MG (Right angle cable)        |  | No | N/A | N/A | N/A | \$ 275.00 | 15% | \$ 233.75 |
| 127 | 6001031 | J1939/1708 Telemetry Scanner Kit, MG (9-pin, Type I, 250K)  |  | No | N/A | N/A | N/A | \$ 240.00 | 15% | \$ 204.00 |
| 128 | 6001032 | J1939/1708 Telemetry Scanner Kit, MG (9-pin, Type II, 500K) |  | No | N/A | N/A | N/A | \$ 240.00 | 15% | \$ 204.00 |
| 129 | 6001175 | Field Upgrade kits for MG90, EM7511                         |  | No | N/A | N/A | N/A | \$ 299.00 | 15% | \$ 254.15 |
| 130 | 6001142 | Field Upgrade kits for MG90, MC7455                         |  | No | N/A | N/A | N/A | \$ 299.00 | 15% | \$ 254.15 |
| 131 | 6000626 | ETHERNET X-Card Kit for GX450                               |  | No | N/A | N/A | N/A | \$ 90.00  | 15% | \$ 76.50  |
| 132 | 6000625 | I/O X-Card Kit for GX450                                    |  | No | N/A | N/A | N/A | \$ 90.00  | 15% | \$ 76.50  |



**Exhibit C  
Federal Certifications**

**2. ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM**

**DBE PROJECT GOAL: Race Neutral**

The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

**Bidder / Proposer will meet or exceed the DBE goal for this contract.** If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of **percent ( %)** of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A- 2) are included with this DBE Participation Form.

| DBE Name & Address | Description of Work | \$ Amount of Participation | % of Total Price |
|--------------------|---------------------|----------------------------|------------------|
| _____              | _____               | \$_%                       |                  |
| _____              | _____               | \$_%                       |                  |
| _____              | _____               | \$_%                       |                  |
| _____              | _____               | \$_%                       |                  |

(Attach additional sheets if necessary)

Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. Please list above ANY DBE participation your firm has committed to.

Bidder / Proposer **does not** meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

DS  
JR

Date:  
08 April 2021 | 18:02 PDT

Company Name: Sierra Wireless America, Inc.

Signature:

DocuSigned by:  
Jim Ryan  
42E0DBE287464B1

Printed Name: Jim Ryan

Title: President

### 3. ATTACHMENT A-2: SAMPLE LETTER OF INTENT TO SUBCONTRACT WITH DBE FIRM

(COMPANY LETTERHEAD)

**NOT  
APPLICABLE**

*THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.*

## 4. ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Proposer is not required to submit good faith efforts documentation.** The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name    Contact Person    Area of Expertise    Date    Response

| Firm Name | Contact Person | Area of Expertise | Date  | Response |
|-----------|----------------|-------------------|-------|----------|
| _____     | _____          | _____             | _____ | _____    |
| _____     | _____          | _____             | _____ | _____    |
| _____     | _____          | _____             | _____ | _____    |
| _____     | _____          | _____             | _____ | _____    |
| _____     | _____          | _____             | _____ | _____    |
| _____     | _____          | _____             | _____ | _____    |
| _____     | _____          | _____             | _____ | _____    |
| _____     | _____          | _____             | _____ | _____    |

NOT  
APPLICABLE

# 5. ATTACHMENT A-5: EMPLOYMENT PRACTICES / EEO PLAN

1..

A) Contractors that have less than 50 employees or have a contract for less than \$50,000 yet more than \$10,000 are responsible to complete the following information outlining their employment goals on this UTA project.

Prepared By:

**(A) IS NOT  
APPLICABLE**

Solicitation No. \_\_\_\_\_

Name of Project \_\_\_\_\_

Location of Workforce \_\_\_\_\_

Prime Contractor \_\_\_\_\_

In keeping with UTA policy of nondiscrimination in employment practices, the (Name of Company) has set as a project goal for the utilization of minorities, which is    %. Minority goals are formulated in terms of craft work hours performed in a specific Standard Metropolitan Statistical Area (SMSA). (Name of Company) has set as a project goal for the utilization of females, which is 6.9%. The (Company name), by its

\_\_\_\_\_ (Title of Company Representative) assures to the UTA that good faith efforts will be used to achieve said goals. The good faith efforts proposed are described in the attached narrative.

## **B) Requirements Concerning The Submission Of An EEO Plan (For all construction and non-construction contractors)**

If the contractor has 50 or more employees **and** a contract of \$50,000 or more is contemplated, an EEO Plan should be submitted **in lieu** of this form per the specifications noted in the instruction to offerors.

08 April 2021 | 18:02 PDT

DocuSigned by:  
*Jim Ryan*  
42F0DBB287404B1...

Signature and Title of Company Official (Contractor)  
Jim Ryan  
President

# 6. ATTACHMENT B: BUY AMERICA CERTIFICATE Solicitation No.

Exhibit  
UTAH TRANSIT AUTHORITY  
BUY AMERICA CERTIFICATE  
(Federally-assisted Contract)

**SECTION (1); Certify only for IRON, STEEL, or MANUFACTURED PRODUCTS: *(Mark One)***

- CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661;

--OR--

**CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

---

**SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: *(Mark One)***

- CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *will comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

DS  


--OR--

**CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply with* the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

We take the position that our AirLink® gateways are exempt from the FTA Buy America general requirements in 49 CFR 661.5. We rely on the following waiver:

[A] general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, or software, or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device which merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. (49 CFR 661.7 Appendix A).

Purchasers of AirLink® gateways may be able to consider the gateways to be of U.S. domestic origin by relying on 49 CFR 661.7(f), which states in part:

[...] If a waiver is granted for a component or a subcomponent, that component or subcomponent will be considered to be of domestic origin for the purposes of §661.11 of this part [Rolling stock procurements].

**SECTION (3); OFFEROR'S SIGNATURE:** *(Sign, date and enter your title and the name of your company)*

DS  


DocuSigned by:



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Signature Date 08 April 2021 | 18:02 PDT

**Jim Ryan, President Sierra Wireless America, Inc.**

**7. ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND  
VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY  
THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

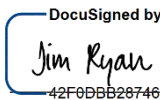
This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an “X” in the following space\_.

DocuSigned by:  
  
42F0DBB287464B1...

Signature of the Bidder or Proposer Authorized Official

**Jim Ryan, President**

Name and Title of the Bidder or Proposer Authorized Official

**FEDERAL ID # 94-3338019**

08 April 2021 | 18:02 PDT

Date

**8. ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON  
LOBBYING**

I, Jim Ryan, President, hereby certifies

(Name and Title of

Company Official) on behalf of Sierra Wireless

America, Inc. that:

(Name of Company)


- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 8th day of April, 2021.

By

DocuSigned by:  
  
 \_\_\_\_\_  
 42F0DBB287404B1...

(Signature of

Authorized Official)

President

(Title of Authorized Official)

Jim Ryan

## 9. ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Contractor shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONTRACTOR AGREES --

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.


(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONTRACTOR IN THE CASE OF SUBCONTRACTOR BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

08 April 2021 | 18:02 PDT

Date

Signature

DocuSigned by:  
  
42F0DBB287464B1...

Title Jim Ryan, President



## 10. ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and **subcontracts** on DOT- assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

**This information will only be used for statistical purposes as allowed under 49 CFR Part 26.**

**Firm Name:** Sierra Wireless America, Inc.

**Firm Address:** 400 Interstate North Parkway SE, Suite 900 Atlanta, GA 30339

**Status:** **Non-DBE** DBE

**Company's Type of Work:** Technology Products and Services

**Month/Year firm started:** 1993

African American  
 Asian  
 Hispanic Native American  
 Polynesian Caucasian

Male  
 Female  
 Other

**Company Owner(s) Ethnic Background (optional)**

**Annual Gross Receipts of the Firm:** (check one)

0 to \$500,000  \$500,000 - \$1,000,000

\$1 Million - \$5 Million  \$5 Million - \$10 Million

\$10 Million - \$16.7 Million

Above \$16.7 Million

**Name of Solicitation:** RFP 21-03413 - In-Vehicle Mobile Gateway, Annual Maintenance, and Parts

- 28 UTA Response - RFP 21-03413




## 11. ATTACHMENT G: Requirement for Written Subcontracts

**(To be submitted with Bid or Proposal)**

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, (UTA Number: 21-3413), Bidder/Proposer: Sierra Wireless America, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name:  
Sierra Wireless  
America, Inc.

Signed by: Jim  
Ryan -

DocuSigned by:  
  
42F0DBB287464B1...

Title: President

Date: 08 April 2021 | 18:02 PDT