



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

Header 1

General Information[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)**Procurement Folder:** 757824**SO Doc Code:** CRFQ**Procurement Type:** Central Purchase Order**SO Dept:** 0439**Vendor ID:** VS0000019029**SO Doc ID:** EBA2100000002**Legal Name:** Dielectric LLC**Published Date:** 8/6/20**Alias/DBA:****Close Date:** 8/11/20**Total Bid:** \$360,575.20**Close Time:** 13:30**Response Date:** 08/07/2020**Status:** Closed**Response Time:** 14:40**Solicitation Description:** ADDENDA 2: HIGH POWER VHF TV
TRANSMIT ANTENNA

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HIGH POWER VHF TV TRANSMIT ANTENNA	1.00000	EA	\$360,575.200000	\$360,575.20

Comm Code	Manufacturer	Specification	Model #
43221703			

Extended Description :	HIGH POWER VHF TV TRANSMIT ANTENNA
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August 7, 2020

State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Attention: Dusty Smith
RE: RFQ# EBA2100000002 – HIGH POWER VHF TRANSMIT ANTENNA

Mrs. Smith,

Thank you for the opportunity to respond to the West Virginia, WVPB-High Power VHF Transmit Antenna Project. We are pleased to offer the following proposal for your review.

Since our inception in 1942, Dielectric has considered itself a solution-oriented engineering company, with pride in our depth of knowledge and our experience in both TV and FM.. Our Corporate parent Sinclair Broadcasting is one of the nation's largest TV station owners and like Dielectric, an industry leader with respect to current and future broadcast technologies.

We have included a list of any clarifications with our response. Unless specifically addressed, Dielectric takes no exception to the RFQ specifications.

Dielectric can deliver the Contract Items between 75 and 90 calendar days of being awarded a contract and receiving a purchase order or notice to proceed.

If any information is missing it is not intentional. We have included Dielectric's standard Terms and Conditions of Sale and Warranty, however the terms of West Virginia stated within the RFQ will take precedent.

We welcome any questions and an opportunity for any further clarification if necessary.

Kind regards,



Jay Martin

Vice President, Sales

Cc: Christine Zuba



**CLARIFICATIONS TO WEST VIRGINIA REQUEST FOR QUOTATION CRFQ# EBA2000000029
SPECIFICATIONS and ADDENDA # 1 AND # 2**

Sections 1 and 2

Understood

3.1.1 Comply, except where clarified as follows:

3.1.1.2.4 To comply with FCC regulations, so that the Vpol does not exceed the Hpol pattern anywhere, the Vpol components is limited to 14% compared to the horizontal radiation.

Addendum 1 Question 3 Dielectric will match or adapt to the Exhibit B drawing of the top plate hole pattern.

Addendum 2 Understood



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 757824

Doc Description: ADDENDA 2: HIGH POWER VHF TV TRANSMIT ANTENNA

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-06	2020-08-11 13:30:00	CRFQ 0439 EBA2100000002	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Dielectric LLC
 22 Tower Rd
 Raymond, ME 04071

207-653-4555

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
 (304) 558-2063
 dusty.j.smith@wv.gov

Signature X

FEIN #

46-2986979

DATE

8-7-20

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

ADDITIONAL INFORMATION:

ADDENDUM 2 IS ISSUED FOR THE FOLLOWING REASONS:

1. AGENCY RESPONSES TO VENDORS QUESTIONS

BILL OPENING AND TIME WILL REMAIN THE SAME.

NO OTHER CHANGES

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		PURCHASING ADMINISTRATOR EDUCATIONAL BROADCASTING 600 CAPITOL ST	
BEAVER	WV25813	CHARLESTON	WV 25301-1223
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HIGH POWER VHF TV TRANSMIT ANTENNA	1.00000	EA	<i>\$360,575.20</i>	<i>\$360,575.20</i>

Comm Code	Manufacturer	Specification	Model #
43221703	<i>Dielectric LLC</i>	<i>C-71479-2</i>	<i>THV-5A9/VP-R P200</i>

Extended Description :

HIGH POWER VHF TV TRANSMIT ANTENNA

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-07-30

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA210000002

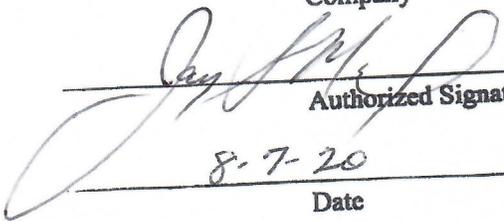
Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Dielectric LLC
Company

Authorized Signature
8-7-20
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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

Craig Gurney Manager Customer Service
(Name, Title)
Craig Gurney Manager Customer Service
(Printed Name and Title)
22 Tower Rd Raymond ME 04071
(Address)
207-655-8141
(Phone Number) / (Fax Number)
cagurney@sbgtn.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Dielectric LLC
(Company)
Jay S. Martin
(Authorized Signature) (Representative Name, Title)
Jay S. Martin, VP Sales
(Printed Name and Title of Authorized Representative)
8/7/20
(Date)
207-655-8138
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Dielectric LLC

Authorized Signature: [Signature] Date: 8-7-20

State of Maine

County of Cumberland to-wit:

Taken, subscribed, and sworn to before me this 7 day of August, 2020

My Commission expires May 2, 2024

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
JENIFER J. DAMON
Purchasing Affidavit (Revised 01/19/2018)
Notary Public, Maine
My Commission Expires May 2, 2026



Quote Document

22 Tower Road
 Raymond, ME 04071
 Tel: +1 207.655.8100
 Fax: +1 2.7.655.8173
www.dielectric.com

Bill to:	Ship to:
WEST VIRGINIA PURCHASING DIVISION 2019 WASHINGTON ST. E. CHARLESTON, WV 25305	WVPB WV Educational Broadcasting Authority Attn: Dave McDlanahan 9248 Barker Ridge Church Rd. Milton, WV

Quote Number	200056CMZ-1
Facility ID	71657
Quote Date	8/7/2020
Sales Person	ZUBA
Currency	USD

Payments	45/45/10 **Payment terms subject to change pending credit approval**
Incoterms	
Freight Carrier	
Shipping Instructions	
Packing Instructions	
Governing Terms	Terms and Conditions of Sales for Broadcast or Engineering Services (Rev C. 1 January 2016)

FOR WVPB HUNTINGTON WV SHIPMENT 75-90 DAYS ARO

Line	Item	Item Description	Qty	Unit	Net Price	Extended Price
1	11000000077	*****HIGH-VHF*****ONE STATION TOP MOUNT HORIZONTALLY POLARIZED DIRECTIONAL (PEANUT) THV-5A9/VP-R P200 ANTENNA FOR WVPB CH 9. INCLUDES FULL NON-PRESSURIZED RADOME OF COLOR IMPREGNATED MATERIAL.DESIGNED WITH ADDITIONAL LUGS FOR POSSIBLE HELICOPTER PICK	1	EA	\$ 204,065.00	\$204,065.00
2	RVPOL	**** VPOL **** ADD FOR VPOL PER C-71479-2	1	EA	\$ 20,715.00	\$20,715.00
3	11000000077	**** MOUNTING ADAPTER **** WEDDING CAKE MOUNTING ADAPTER ALLOWS NEW ANTENNA TO MOUNT ONTO EXISTING TOP PLATE	1	EA	\$ 26,715.00	\$26,715.00
4	11000000077	*****OTHER***** 3-1/8" 50 OHM EIA ELBOW COMPLEX KIT. INCLUDES QTY 4, 3-1/8" UNEQUAL LEG ELBOWS AND QTY. 1, TLSCR350-5 CUT LENGTHS (LENGTH TBD). CONFIGURATION TO BE FIELD DETERMINED BY INSTALLATION CREW.	1	EA	\$ 5,935.00	\$5,935.00
5		*****RIGID TRANSMISSION LINE - COPPER**** 3-1/8" 50 OHM 1170'. 1070'V - 100'H INCLUDES ITEMS 6 - 21	1		\$ 84,245.20	\$84,245.20
6	R58724	T/L 3-50 20' MF EX CONN	58	EA		
7	R13062	ELBOW 3-50 ASSY 6X9 REINF	3	EA		
8	R0012446501	GAS STOP 3-50 STANDARD	1	EA		
9	RTLSCR3-20	T/L 3-50 EIA LENGTH 15' TO 20' FIXED FLG 1 END/ SWIVEL FLG 1 END	3	EA		
10	R0006085504	HANGER VERTICAL SPRING 3-1/8" T/L	107	EA		
11	R0011016502	HANGER HORIZONTAL 3-1/8 3 PT SUSPENSION	10	EA		
12	R0003482502	ANCHOR HORIZONTAL 3-1/8 SINGLE	2	EA		
13	R0006082502	HANGER VERTICAL 3-1/8 FIX SINGLE	3	EA		
14	R0004264502	LATERAL BRACE 3-1/8 T/L	1	EA		
15	R0004575501	KIT ASSY HARDWARE 3-1/8 T/L	65	EA		
16	R0015954501	CAP ASSY SEALING 3-1/8 CU	1	EA		
17	R0014000340	O-RING SEAL BUNA-N .210 X 3.35 ID 3-1/8"	5	EA		
18	R0044901001	DOW CORN.#4 SILICONE LUBRI	3	EA		
19	R36610	IB 162 MANUAL T/L INSTALL INSTRUCTIONS	2	EA		
20	R0048672501	KIT ASSY GASSING - SYSTEM	1	EA		
21	RTT350	TEST TRANSITION 3-50	1	EA		
22	REPACKSWEEP	INCLUDES ONE FIELD ENGINEER ON-SITE FOR ONE DAY, TRAVEL, EXPENSES AND REPORT	1	EA	\$ 6,400.00	\$6,400.00
23	RFREIGHT	SHIPPING TO MILTON WV, INCLUDES 2 OVERNIGHT CUT LENGTHS	1	EA	\$ 12,500.00	\$12,500.00

Total Net Price

\$360,575.20

Bill to:	Ship to:
WEST VIRGINIA PURCHASING DIVISION 2019 WASHINGTON ST. E. CHARLESTON, WV 25305	WVPB WV Educational Broadcasting Authority Attn: Dave McDlanahan 9248 Barker Ridge Church Rd. Milton, WV

Quote Number	200056CMZ-1
Facility ID	71657
Quote Date	8/7/2020
Sales Person	ZUBA
Currency	USD

Acceptance of Quotation

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Terms and Conditions of Sale for Broadcast and Engineering Services attached hereto and/or incorporated by reference herein, and authorizes Dielectric LLC to proceed with the procurement and fabrication of this equipment. Your acceptance of this proposal is conditioned upon your acceptance of the Dielectric LLC terms and your agreement to be bound by and comply with the Dielectric LLC terms. Dielectric LLC's failure to object to provisions contained in any Purchase Order or other document from you shall not be construed as a waiver by Dielectric LLC of the Dielectric LLC Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Dielectric LLC, and Dielectric LLC hereby expressly objects thereto. If for any reason this proposal is not accepted by Dielectric LLC any condition to an accepted order is removed. ONLY SUCH PORTION OF THE DOWN PAYMENT THAT HAS NOT BEEN COMMITTED OR SPENT WILL BE REFUNDED.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Requested Date: _____

This requested ship date is subject to review by Dielectric. If Dielectric cannot meet the requested ship date, you will be contacted to work out a manually acceptable shipment date. Dielectric requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



Antenna Model: **THV-5A9/VP-R P200**

Proposal Number: **C-71479-2**
Date: **7-Aug-20**
Customer: **WV Public Broadcasting**
Location: **Huntington, WV**

Electrical Specifications

Polarization: **Elliptical**
Azimuth Pattern: **Directional**
Antenna Input: **3-1/8" 50 Ohm EIA/DCA**
VSWR: **Channel 1.10 : 1**
Bandwidth: **6 MHz**
Rated Input Power: **20 kW (13.01 dBk) Maximum Average Power**

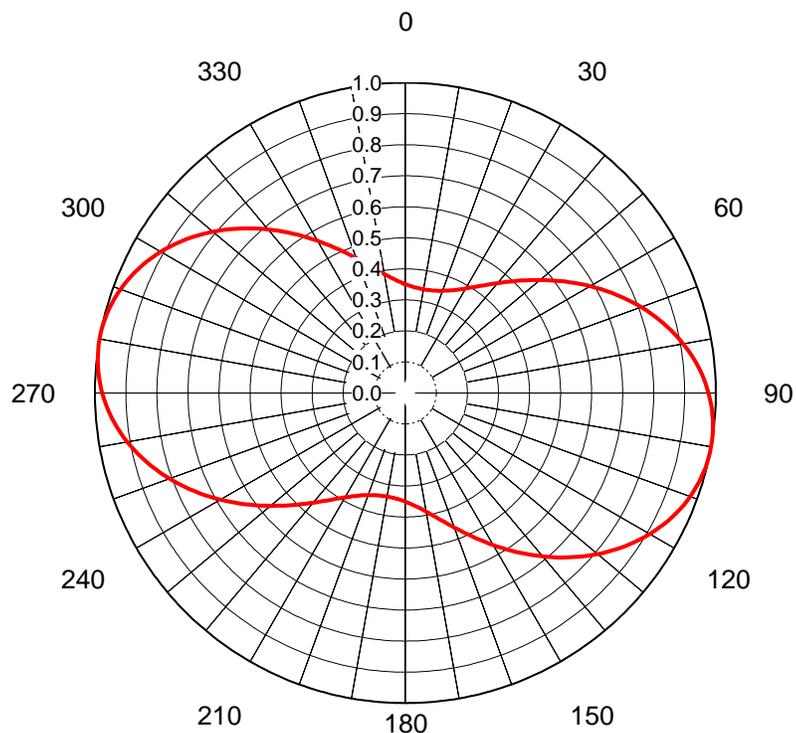
Mechanical Specifications

Mounting: **Top Mounted**
Environmental Protection: **Full Radome**
Height: **36.1 ft (11m) less Lightning Protector 40.1 ft (12.2m) with Lightning Protector**
Weight: **4350 lb (2t)**
Effective Projected Area: **59.1 ft² (5.5m²) TIA-222-G Basic Wind Speed: 90 m/h (144.8 km/h)**

Channel Specifications

Call	CH	Freq	Hpol ERP	Vpol ERP	TPO	Peak Main Lobe Hpol Gain	Peak Main Lobe Vpol Gain	Peak at Horizontal Hpol Gain	Peak at Horizontal Vpol Gain
WVPB	9	189 MHz	23.0 kW (13.62 dBk)	3.22 kW (5.08 dBk)	3.60 kW (5.56 dBk)	9.21 (9.64dB)	1.29 (1.10dB)	9.16 (9.62dB)	1.28 (1.08dB)

AZIMUTH PATTERN Horizontal Polarization

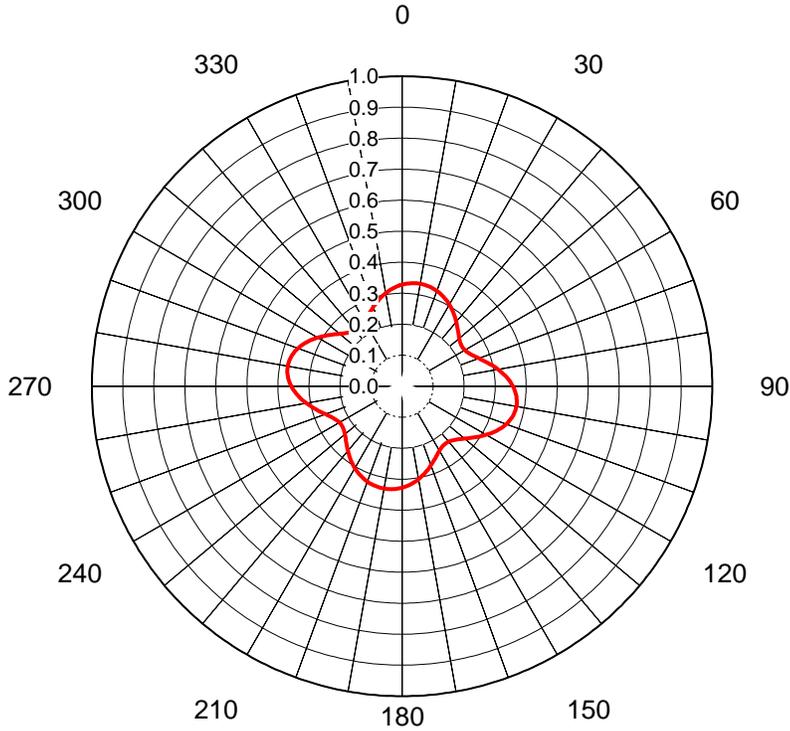


Proposal No. **C-71479-2**
 Date **7-Aug-20**
 Call Letters **WVPB**
 Channel **9**
 Frequency **189 MHz**
 Antenna Type **THV-5A9/VP-R P200**
 Gain **2.11 (3.23dB)**
 Calculated

Deg	Value																		
0	0.350	36	0.428	72	0.831	108	0.985	144	0.638	180	0.350	216	0.428	252	0.831	288	0.985	324	0.638
1	0.348	37	0.436	73	0.842	109	0.981	145	0.626	181	0.348	217	0.436	253	0.842	289	0.981	325	0.626
2	0.346	38	0.445	74	0.852	110	0.977	146	0.614	182	0.346	218	0.445	254	0.852	290	0.977	326	0.614
3	0.345	39	0.453	75	0.862	111	0.972	147	0.602	183	0.345	219	0.453	255	0.862	291	0.972	327	0.602
4	0.343	40	0.462	76	0.872	112	0.966	148	0.590	184	0.343	220	0.462	256	0.872	292	0.966	328	0.590
5	0.342	41	0.471	77	0.882	113	0.961	149	0.578	185	0.342	221	0.471	257	0.882	293	0.961	329	0.578
6	0.341	42	0.481	78	0.892	114	0.955	150	0.566	186	0.341	222	0.481	258	0.892	294	0.955	330	0.566
7	0.340	43	0.490	79	0.901	115	0.948	151	0.555	187	0.340	223	0.490	259	0.901	295	0.948	331	0.555
8	0.340	44	0.501	80	0.909	116	0.941	152	0.543	188	0.340	224	0.501	260	0.910	296	0.941	332	0.543
9	0.339	45	0.511	81	0.918	117	0.934	153	0.532	189	0.339	225	0.511	261	0.918	297	0.934	333	0.532
10	0.339	46	0.522	82	0.926	118	0.926	154	0.522	190	0.339	226	0.522	262	0.926	298	0.926	334	0.522
11	0.339	47	0.532	83	0.934	119	0.918	155	0.511	191	0.339	227	0.532	263	0.934	299	0.918	335	0.511
12	0.340	48	0.543	84	0.941	120	0.909	156	0.501	192	0.340	228	0.543	264	0.941	300	0.909	336	0.501
13	0.340	49	0.555	85	0.948	121	0.901	157	0.490	193	0.340	229	0.555	265	0.948	301	0.901	337	0.490
14	0.341	50	0.566	86	0.955	122	0.892	158	0.481	194	0.341	230	0.566	266	0.955	302	0.892	338	0.481
15	0.342	51	0.578	87	0.961	123	0.882	159	0.471	195	0.342	231	0.578	267	0.961	303	0.882	339	0.471
16	0.343	52	0.590	88	0.966	124	0.872	160	0.462	196	0.343	232	0.590	268	0.966	304	0.872	340	0.462
17	0.345	53	0.602	89	0.972	125	0.862	161	0.453	197	0.345	233	0.602	269	0.972	305	0.862	341	0.453
18	0.346	54	0.614	90	0.977	126	0.852	162	0.445	198	0.346	234	0.614	270	0.977	306	0.852	342	0.445
19	0.348	55	0.626	91	0.981	127	0.842	163	0.436	199	0.348	235	0.626	271	0.981	307	0.842	343	0.436
20	0.350	56	0.638	92	0.985	128	0.831	164	0.428	200	0.350	236	0.638	272	0.985	308	0.831	344	0.428
21	0.353	57	0.651	93	0.988	129	0.820	165	0.421	201	0.353	237	0.651	273	0.988	309	0.820	345	0.421
22	0.356	58	0.663	94	0.991	130	0.808	166	0.414	202	0.356	238	0.663	274	0.991	310	0.808	346	0.414
23	0.359	59	0.676	95	0.994	131	0.797	167	0.407	203	0.359	239	0.676	275	0.994	311	0.797	347	0.407
24	0.362	60	0.688	96	0.996	132	0.785	168	0.401	204	0.362	240	0.688	276	0.996	312	0.785	348	0.401
25	0.366	61	0.700	97	0.998	133	0.774	169	0.395	205	0.366	241	0.700	277	0.998	313	0.774	349	0.395
26	0.370	62	0.713	98	0.999	134	0.762	170	0.389	206	0.370	242	0.713	278	0.999	314	0.762	350	0.389
27	0.374	63	0.725	99	1.000	135	0.750	171	0.384	207	0.374	243	0.725	279	1.000	315	0.750	351	0.384
28	0.379	64	0.737	100	1.000	136	0.737	172	0.379	208	0.379	244	0.737	280	1.000	316	0.737	352	0.379
29	0.384	65	0.750	101	1.000	137	0.725	173	0.374	209	0.384	245	0.750	281	1.000	317	0.725	353	0.374
30	0.389	66	0.762	102	0.999	138	0.713	174	0.370	210	0.389	246	0.762	282	0.999	318	0.713	354	0.370
31	0.395	67	0.774	103	0.998	139	0.700	175	0.366	211	0.395	247	0.774	283	0.998	319	0.700	355	0.366
32	0.401	68	0.785	104	0.996	140	0.688	176	0.362	212	0.401	248	0.785	284	0.996	320	0.688	356	0.362
33	0.407	69	0.797	105	0.994	141	0.676	177	0.359	213	0.407	249	0.797	285	0.994	321	0.676	357	0.359
34	0.414	70	0.808	106	0.991	142	0.663	178	0.356	214	0.414	250	0.808	286	0.991	322	0.663	358	0.356
35	0.421	71	0.820	107	0.988	143	0.651	179	0.353	215	0.421	251	0.820	287	0.988	323	0.651	359	0.353

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AZIMUTH PATTERN Vertical Polarization



Proposal No. **C-71479-2**
 Date **7-Aug-20**
 Call Letters **WVPB**
 Channel **9**
 Frequency **189 MHz**
 Antenna Type **THV-5A9/VP-R P200**
 Gain **1.56 (1.93dB)**
 Calculated

Deg	Value																		
0	0.327	36	0.286	72	0.272	108	0.363	144	0.232	180	0.327	216	0.286	252	0.272	288	0.363	324	0.232
1	0.329	37	0.282	73	0.277	109	0.360	145	0.233	181	0.329	217	0.282	253	0.277	289	0.360	325	0.233
2	0.330	38	0.279	74	0.282	110	0.357	146	0.234	182	0.330	218	0.279	254	0.282	290	0.357	326	0.234
3	0.331	39	0.275	75	0.288	111	0.354	147	0.235	183	0.331	219	0.275	255	0.288	291	0.354	327	0.235
4	0.332	40	0.272	76	0.293	112	0.350	148	0.237	184	0.332	220	0.272	256	0.293	292	0.350	328	0.237
5	0.333	41	0.268	77	0.298	113	0.346	149	0.238	185	0.333	221	0.268	257	0.298	293	0.346	329	0.238
6	0.334	42	0.265	78	0.303	114	0.342	150	0.241	186	0.334	222	0.265	258	0.303	294	0.342	330	0.241
7	0.335	43	0.261	79	0.309	115	0.338	151	0.243	187	0.335	223	0.261	259	0.309	295	0.338	331	0.243
8	0.335	44	0.258	80	0.314	116	0.333	152	0.246	188	0.335	224	0.258	260	0.314	296	0.333	332	0.246
9	0.335	45	0.255	81	0.319	117	0.329	153	0.249	189	0.335	225	0.255	261	0.319	297	0.329	333	0.249
10	0.335	46	0.252	82	0.324	118	0.324	154	0.252	190	0.335	226	0.252	262	0.324	298	0.324	334	0.252
11	0.335	47	0.249	83	0.329	119	0.319	155	0.255	191	0.335	227	0.249	263	0.329	299	0.319	335	0.255
12	0.335	48	0.246	84	0.333	120	0.314	156	0.258	192	0.335	228	0.246	264	0.333	300	0.314	336	0.258
13	0.335	49	0.243	85	0.338	121	0.309	157	0.261	193	0.335	229	0.243	265	0.338	301	0.309	337	0.261
14	0.334	50	0.241	86	0.342	122	0.303	158	0.265	194	0.334	230	0.241	266	0.342	302	0.303	338	0.265
15	0.333	51	0.238	87	0.346	123	0.298	159	0.268	195	0.333	231	0.238	267	0.346	303	0.298	339	0.268
16	0.332	52	0.237	88	0.350	124	0.293	160	0.272	196	0.332	232	0.237	268	0.350	304	0.293	340	0.272
17	0.331	53	0.235	89	0.354	125	0.288	161	0.275	197	0.331	233	0.235	269	0.354	305	0.288	341	0.275
18	0.330	54	0.234	90	0.357	126	0.282	162	0.279	198	0.330	234	0.234	270	0.357	306	0.282	342	0.279
19	0.329	55	0.233	91	0.360	127	0.277	163	0.282	199	0.329	235	0.233	271	0.360	307	0.277	343	0.282
20	0.327	56	0.232	92	0.363	128	0.272	164	0.286	200	0.327	236	0.232	272	0.363	308	0.272	344	0.286
21	0.326	57	0.232	93	0.366	129	0.268	165	0.289	201	0.326	237	0.232	273	0.366	309	0.268	345	0.289
22	0.324	58	0.232	94	0.368	130	0.263	166	0.292	202	0.324	238	0.232	274	0.368	310	0.263	346	0.292
23	0.322	59	0.233	95	0.370	131	0.259	167	0.295	203	0.322	239	0.233	275	0.370	311	0.259	347	0.295
24	0.320	60	0.233	96	0.371	132	0.255	168	0.299	204	0.320	240	0.233	276	0.371	312	0.255	348	0.299
25	0.318	61	0.235	97	0.373	133	0.251	169	0.302	205	0.318	241	0.235	277	0.373	313	0.251	349	0.302
26	0.315	62	0.237	98	0.373	134	0.247	170	0.305	206	0.315	242	0.237	278	0.373	314	0.247	350	0.305
27	0.313	63	0.239	99	0.374	135	0.244	171	0.308	207	0.313	243	0.239	279	0.374	315	0.244	351	0.308
28	0.310	64	0.241	100	0.374	136	0.241	172	0.310	208	0.310	244	0.241	280	0.374	316	0.241	352	0.310
29	0.308	65	0.244	101	0.374	137	0.239	173	0.313	209	0.308	245	0.244	281	0.374	317	0.239	353	0.313
30	0.305	66	0.247	102	0.373	138	0.237	174	0.315	210	0.305	246	0.247	282	0.373	318	0.237	354	0.315
31	0.302	67	0.251	103	0.373	139	0.235	175	0.318	211	0.302	247	0.251	283	0.373	319	0.235	355	0.318
32	0.299	68	0.255	104	0.371	140	0.233	176	0.320	212	0.299	248	0.255	284	0.371	320	0.233	356	0.320
33	0.295	69	0.259	105	0.370	141	0.233	177	0.322	213	0.295	249	0.259	285	0.370	321	0.233	357	0.322
34	0.292	70	0.263	106	0.368	142	0.232	178	0.324	214	0.292	250	0.263	286	0.368	322	0.232	358	0.324
35	0.289	71	0.268	107	0.366	143	0.232	179	0.326	215	0.289	251	0.268	287	0.366	323	0.232	359	0.326

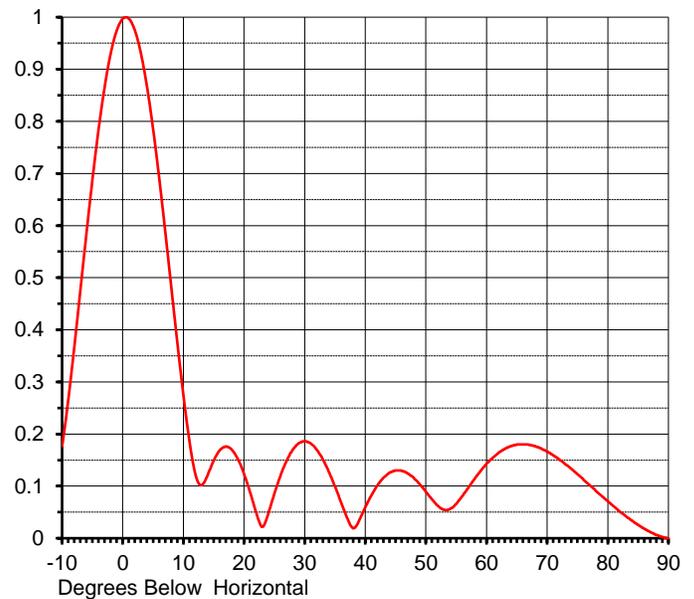
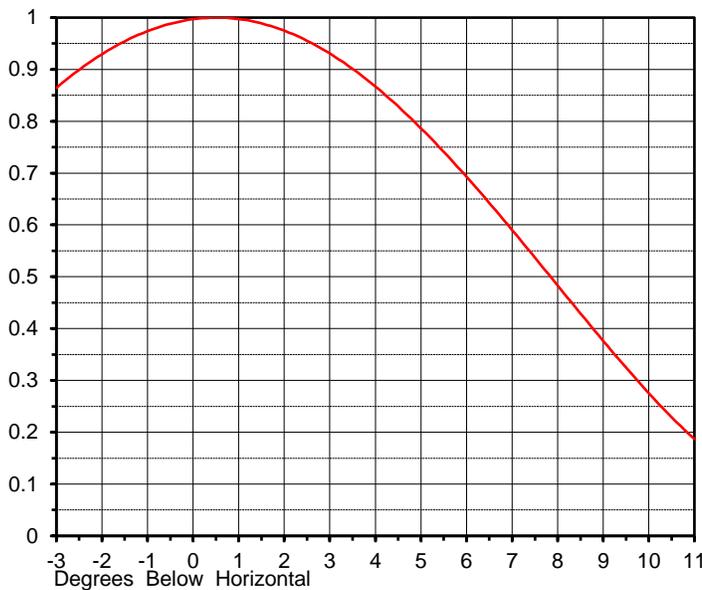
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ELEVATION PATTERN

Proposal No. **C-71479-2**
 Date **7-Aug-20**
 Call Letters **WVPB**
 Channel **9**
 Frequency **189 MHz**
 Antenna Type **THV-5A9/VP-R P200**

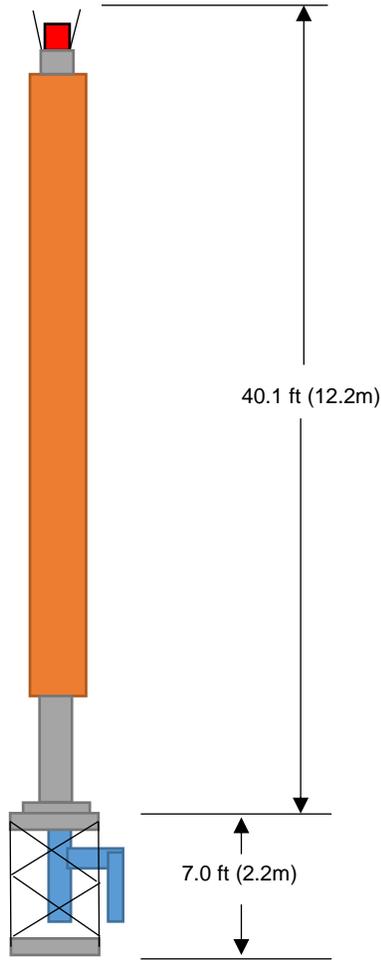
RMS Directivity at Main Lobe **5.2 (7.16 dB)**
 RMS Directivity at Horizontal **5.2 (7.16 dB)**
Calculated

Beam Tilt **0.50 deg**
 Pattern Number **05V052050**



Angle	Field								
-10.0	0.177	10.0	0.275	30.0	0.186	50.0	0.089	70.0	0.166
-9.0	0.264	11.0	0.187	31.0	0.182	51.0	0.075	71.0	0.159
-8.0	0.365	12.0	0.122	32.0	0.170	52.0	0.062	72.0	0.151
-7.0	0.474	13.0	0.102	33.0	0.151	53.0	0.055	73.0	0.142
-6.0	0.583	14.0	0.121	34.0	0.127	54.0	0.056	74.0	0.133
-5.0	0.688	15.0	0.149	35.0	0.100	55.0	0.066	75.0	0.123
-4.0	0.783	16.0	0.169	36.0	0.069	56.0	0.081	76.0	0.112
-3.0	0.864	17.0	0.176	37.0	0.039	57.0	0.097	77.0	0.102
-2.0	0.929	18.0	0.170	38.0	0.019	58.0	0.113	78.0	0.091
-1.0	0.974	19.0	0.152	39.0	0.034	59.0	0.129	79.0	0.081
0.0	0.997	20.0	0.124	40.0	0.059	60.0	0.143	80.0	0.071
1.0	0.997	21.0	0.088	41.0	0.082	61.0	0.154	81.0	0.061
2.0	0.975	22.0	0.050	42.0	0.101	62.0	0.164	82.0	0.051
3.0	0.931	23.0	0.022	43.0	0.116	63.0	0.171	83.0	0.042
4.0	0.867	24.0	0.047	44.0	0.126	64.0	0.177	84.0	0.034
5.0	0.786	25.0	0.085	45.0	0.130	65.0	0.180	85.0	0.026
6.0	0.693	26.0	0.119	46.0	0.129	66.0	0.180	86.0	0.018
7.0	0.590	27.0	0.148	47.0	0.124	67.0	0.179	87.0	0.012
8.0	0.483	28.0	0.169	48.0	0.116	68.0	0.177	88.0	0.006
9.0	0.376	29.0	0.182	49.0	0.103	69.0	0.172	89.0	0.002
								90.0	0.000

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MECHANICAL SPECIFICATIONS

Proposal No. **C-71479-2**
 Date **7-Aug-20**
 Call Letters **WVPB**
 Channel **9**
 Frequency **189 MHz**
 Antenna Type **THV-5A9/VP-R P200**

Preliminary Specifications

Top Mounted

With ice TIA-222-G

Height AGL(z) 1040 ft (317 m)
 Basic Wind Speed 90 m/h (144.8 km/h)

Structure Class II
 Exposure Category C
 Topography Category 1

Design Ice 0.5 in $t_{iz} = 1.40$ in
 Wind Speed w/Ice 30 m/h (48.3 km/h)

Mechanical Specifications		without ice	with ice	full stack	full stack with ice
Height with Lightning Protector	H4	40.1 ft (12.2m)		47.1 ft (14.4m)	
Height less Lightning Protector	H2	36.1 ft (11m)		43.1 ft (13.1m)	
Height of Center of Radiation	H3	18.05 ft (5.5m)		25.05 ft (7.6m)	
Effective Projected Area (EPA) _S		59.1 ft ² (5.5m ²)	137.9 ft ² (12.8m ²)	81.8 ft ² (7.6m ²)	154.9 ft ² (14.4m ²)
Moment Arm	D1	20 ft (6.1m)	20.6 ft (6.3m)	17.7 ft (5.4m)	21.7 ft (6.6m)

Weight W 4350 lb (2t) 6550 lb (3t) 6850 lb (3.1t) 9550 lb (4.3t)

Antenna designed in accordance with AISC specifications for design of structural steel as prescribed by TIA-222-G

Prepared by: CAB Date: 30-Mar-20 ME: SPJC EE:
 Rev. No.2 by: SPJC Date: 7-Aug-20

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1. **PROPOSAL VALIDITY AND ACCEPTANCE.** This proposal will automatically expire if not accepted within sixty (60) days from its date or any extension of such period given in writing by Dielectric. Acceptance of this proposal, by purchase order or signature, shall constitute your offer and will evidence your intent that the sale of the Products and the furnishing of any services shall be governed by the terms of this proposal. THESE TERMS, THE TERMS ON THE FACE OF THIS DOCUMENT, AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND DIELECTRIC, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON EITHER PARTY UNLESS SIGNED BY SUCH PARTY. THE FAILURE OF DIELECTRIC TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT FROM YOU SHALL NOT BE CONSTRUED AS A WAIVER BY DIELECTRIC OF ANY TERMS OR AN ACCEPTANCE OF ANY SUCH PROVISIONS. Modifying, inconsistent or additional terms and conditions of your offer shall not become a part of any contract resulting from this proposal unless accepted in writing by an authorized officer of both parties. Any order resulting from this proposal shall not be binding until accepted by both parties in writing. Upon such acceptance by both parties, this document shall become the Agreement between you and Dielectric covering the subject matter hereof. THE BANKING, NEGOTIATION, RETENTION OR OTHER USE OF THE DOWN PAYMENT SHALL NOT CONSTITUTE ACCEPTANCE OF YOUR OFFER.
2. **DEFINITIONS.** (a) The term “you”, and variations thereof, refers to the Purchaser and its successors and assigns to whom this proposal is addressed, including, where applicable, all individual or corporate guarantors. (b) The term “Dielectric” refers to Dielectric, LLC, a limited liability company of Maine, with offices in Raymond, Maine, and any operating unit of Dielectric. (c) “Custom-built” equipment is designated by the symbol “CB” on Schedule sheets attached hereto, and is hereinafter referred to as “CB equipment.” (d) “Products” means equipment supplied by Dielectric.
3. **PRICES.** Dielectric’s prices for the Products (the “Prices”) are listed on the attached Schedule. All Prices are subject to adjustment as follows: (1) Prices for items of CB equipment shall be firm only if the required down payment has been made with your acceptance of this proposal, otherwise such Price will be subject to confirmation or revision at the time you submit the required down payment; and (2) Prices for other Products are firm unless shipment is delayed beyond the estimated delivery date(s) without fault of Dielectric, in which case (i) the Price for any Product delayed not more than one year may be increased by not more than 5% or (ii) the Product may be paid for in full and stored at a depot of your choice and at your expense. Prices for Products do not include any special packing or crating materials, which may be required for custom-built equipment. All costs of special packing shall be paid by you and shall be provided prior to shipment or as soon as all packing costs are determined.
4. **TAXES.** The Prices do not include any applicable foreign, federal, state or local taxes. The amount of any taxes payable or paid by or assessed against Dielectric will be billed to, and shall be paid by you.
5. **PAYMENT TERMS.** (a) The Price for all Products, as specified in Article 3, shall be paid to Dielectric in accordance with the progress payment schedule shown in the quotation, based on approved credit from information to be supplied by you. All other sums owed Dielectric hereunder shall be paid upon receipt of Dielectric’s invoice. (b) Dielectric may make partial shipments, and payments as to each Product shipped shall be due in the same ratios as those stipulated for payment of the total Price. (c) All payments shall be made to Dielectric, 22 Tower Road, Raymond, ME 04071 unless otherwise directed in writing by Dielectric. (d) Overdue payments shall accrue interest at the rate of 16% per annum over the annual interest rate as set forth in the Payment Term section of the Confidential Preferred Customer Agreement dated of even date herewith (or the maximum percentage allowed by applicable law, if lower) from the due date until paid in full. You shall also be required to pay Dielectric any and all collection costs and expenses Dielectric incurs (including without limitation reasonable attorneys’ fees) to collect overdue payments. Dielectric retains a right of set-off against any amounts due Dielectric from Purchaser.
6. **DELIVERY.** (a) Dielectric will deliver Products F.O.B. point of shipment, with delivery to the initial carrier constituting delivery to you. All transportation charges will be your responsibility; however, upon your request, Dielectric will prepay transportation charges for which you shall reimburse Dielectric. You shall have sole responsibility for filing any claims with any carrier for delay, loss or damage. (b) Any estimated or “firm” delivery dates or periods are predictions made by Dielectric of the times within which it is likely the Products will be shipped. Because of the difficulties inherent in predicting future delivery dates or periods, Dielectric does not promise, guarantee or otherwise obligate itself to have the Products shipped on or before that time. DIELECTRIC WILL ENDEAVOR TO MEET THE ESTIMATED OR “FIRM” DELIVERY DATES OR PERIODS, BUT SHALL NOT BE LIABLE IN DAMAGES OR OTHERWISE, NOR SHALL YOU BE RELIEVED OF PERFORMANCE, BECAUSE OF FAILURE TO MEET THEM. However, as to Products which, without your fault, have not been shipped to you within 45 days after the estimated or “firm” delivery dates or periods applicable to such Products, you may delete from this proposal any such Products that have not been shipped to you before Dielectric received your written notice of deletion, and the Price shall be proportionately reduced. THE FOREGOING RIGHT IS YOUR EXCLUSIVE REMEDY FOR ANY DELAYS IN SHIPMENT.
- 6A. **DELIVERY TO STORAGE.** You agree to authorize and accept shipment of Products on or about the estimated dates or periods specified or as otherwise notified by Dielectric. In the event you are unable to accept shipment of Products or direct Dielectric to “hold shipment”, Dielectric will deliver the Products into storage and bill you as though shipment still had been made to you, subject to Dielectric’s security interest. Title to such Product(s) and the risk or loss thereof or damage thereto shall pass to you when placed in storage. You shall reimburse all storage charges and expenses incurred by Dielectric in connection therewith.
7. **TITLE, INSURANCE AND RISK OF LOSS.** Subject to Dielectric’s security interest, and except as provided in Section 6A, title to the Products passes to you upon delivery to carrier or storage. Risk of loss or damage passes to you upon delivery to carrier or storage.
8. **SECURITY INTEREST.** Until the Price has been paid in full, Dielectric reserves, and you hereby grant to Dielectric, a first priority security interest under the State of Maine Uniform Commercial Code including, without limitation, Section 9-1103 in the Products and proceeds thereof. You also agree to execute such documents and to take such other actions as are reasonably requested by Dielectric to perfect its security interest in the Products and proceeds and you further authorize Dielectric to file financing statement(s) in the appropriate jurisdiction reflecting the security interest granted herein.
9. **PATENT LIABILITY.** You agree that Dielectric has the right to defend, or at its option to settle, and Dielectric agrees, at its own expense to defend or at its option to settle, any claim, suit or proceeding brought against you on the issue of infringement of any patent or other intellectual property right by any Product, or any part thereof, supplied by Dielectric to you under this proposal. Dielectric agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgement entered against you on such issue in any such suit or proceeding defended by Dielectric. You agree that Dielectric at its sole option shall be relieved of the foregoing obligations unless you notify Dielectric promptly in writing of any such claim, suit or proceeding, and give Dielectric proper and full information and assistance to settle and/or defend any such claim, suit or proceeding. If the Product, or any part thereof furnished by Dielectric to you hereunder becomes, or in the opinion of Dielectric may become, the subject of any claim, suit or proceeding for the infringement of any United States patent, or in the event of any adjudication that such Product or part infringes any United States patent, or if the use, lease or sale of such Product or part is enjoined, Dielectric may at its option and its expense: (a) procure for you the right under such patent to use, lease or sell, as appropriate, such Product or part, or (b) replace such Product or part, or (c) modify such Product or part, or (d) remove such Product or part and refund the aggregate payments and transportation costs paid therefore by you, less a reasonable sum for use, damage and obsolescence. Dielectric shall not be liable for any costs or expenses incurred without Dielectric’s written authorization. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF DIELECTRIC AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO THE PRODUCTS. NOTWITHSTANDING THE FOREGOING, THE REMEDY DESCRIBED IN THIS PARAGRAPH SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED TO DIELECTRIC’S COMPLIANCE WITH YOUR WRITTEN SPECIFICATIONS OR WRITTEN DESIGN OR THE USE OF PRODUCTS IN COMBINATION WITH OTHER GOODS OR MATERIALS NOT CONTEMPLATED BY DIELECTRIC’S USER GUIDES OR DOCUMENTATION.
10. **TECHNICAL SERVICE.** Dielectric will, at your request, furnish a representative to consult regarding the installation of the Products. Dielectric will provide you with a written quotation for such technical services. Charges for furnishing such representative shall be at Dielectric’s per diem rate in effect at the time which shall be provided to you in writing prior to commencing any such work, plus transportation and reasonable travel expenses. Such consulting service shall not include the furnishing or arranging for the furnishing of any equipment, materials or services required for the actual installation of Products. You assume complete responsibility for the installation and operation of the Products and for obtaining all permits, licenses or certificates required by any regulatory body for the installation or use of the Products. Dielectric’s warranty shall not be enlarged or affected by, and no obligation or liability shall increase out of, Dielectric’s rendering of technical or other advice or service in connection with your order or the Products furnished hereunder.
11. **WARRANTY.** Dielectric warrants new Products bearing the trademark or trade name of Dielectric, purchased by you hereunder, to be free from defects in material and workmanship at the time of delivery, as follows:

Dielectric Brand Products (a) Except as set forth in part (b) below, for a period of three (3) years from date of shipping for individual components, Dielectric will, subject to the right to inspect such Product, repair or replace, at Dielectric's sole discretion, such warranted Product which is defective and returned to Dielectric, transportation prepaid, subject to the conditions and restrictions listed below. The foregoing shall apply only if Dielectric receives prompt written notice of any alleged defect, the Product has been operated and maintained in accordance with Dielectric's instruction manual, and Dielectric's examination discloses that such Product has not been damaged through accident or negligence, misuse, alteration, or improper maintenance, repair, or installation. (b) Notwithstanding the foregoing, the warranty period for the Powerlite series of radio and television antennas and filters shall be two (2) years from date of delivery for individual components. IF DIELECTRIC FAILS TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT, YOU AGREE THAT THE EXCLUSIVE MEASURE OF DAMAGES SHALL BE THE REASONABLE COST OF THE AFORESAID REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT AT THE TIME OF DIELECTRIC'S RECEIPT OF WRITTEN NOTICE OF THE ALLEGED DEFECT.

THE FOREGOING WARRANTIES ARE IN LIEU OF, AND DIELECTRIC EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND THE FOREGOING WARRANTIES STATE DIELECTRIC'S ENTIRE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR FURNISHING OF SERVICE, PRODUCTS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WITHOUT LIMITING THE FOREGOING, DIELECTRIC SHALL IN NO EVENT BE LIABLE FOR RIGGING CHARGES CONNECTED WITH REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS COVERED BY THIS WARRANTY, OR FOR ANY THIRD PARTY ENGINEERING OR CONSULTING FEES. Equipment furnished by Dielectric but not bearing its trademark, or trade name, shall carry no warranties, except those, if any, extended by and enforceable against the manufacturer at the time of delivery to you. Dielectric will pass to you all such warranties we receive.

12. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF ANTICIPATED VALUE OF A BUSINESS OR ITS REPUTATION), WHETHER GROUNDED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR CONTRACT. EACH PARTY'S LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE EQUIPMENT, PARTS OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. CANCELLATION. Any order may be cancelled by the Purchaser upon written notification to Dielectric, subject to the cancellation/default fee schedule listed below. Minimum cancellation fees shall be calculated and expressed as a percentage of total price. This percentage shall be based upon the number of days elapsed from date of Purchaser's written acceptance and, if applicable, initial down payments until date of Dielectric's receipt of Purchaser's written cancellation notification.

Number of Days Elapsed Between Order Acceptance and Cancellation/Default	Minimum Fee for Cancellation/Default (Expressed as a % of Total Price)
0-30 Days	40%
31-60 Days	50%
Over 60 Days	100%

14. TERMINATION BY DEFAULT. Dielectric reserves the right to terminate any order resulting from this proposal and apply a termination fee according to the schedule listed above upon the occurrence of any one or more of the following events which constitute a default under this proposal (each an "Event of Default"): (a) the failure of Purchaser to pay within fourteen (14) days of the due date of any payments specified in the payment schedule; (b) the failure of Purchaser to perform or comply with any of the provisions contained herein; (c) the filing of any petition under the Bankruptcy Act or any similar federal or state statute by or against Purchaser; (d) any application for the appointment of a receiver for the making of a general assignment for the benefit of creditors by, or the insolvency of, Purchaser; (e) the dissolution, merger, consolidation, or reorganization of Purchaser. Upon the occurrence and during the continuance of one or more Events of Default, Dielectric may immediately declare any principal amount of the Price(s) for the Product(s) to be immediately due and payable, together with all interest thereon and fees and out of pocket expenses accruing in connection therewith. Upon such declaration, the balance then outstanding relating to the Product(s) (including interest) shall become immediately due and payable, without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by the Purchaser and Dielectric may thereupon exercise any remedies available to it at law and pursuant to this proposal or any related purchase order, quotation or other agreement.

15. FORCE MAJEURE. (a) NEITHER PARTY SHALL BE LIABLE FOR DELAY IN PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS IF THE DELAY OR FAILURE RESULTS DIRECTLY OR INDIRECTLY FROM FORCE MAJEURE. (b) "Force Majeure" means any law, order, regulation, direction, request, action or failure to act of any government having jurisdiction over Dielectric, its subcontractors and/or its suppliers, or of any department, agency or corporation or one or more of such governments; failure or delay of transportation; suspension or cancellation of any required license, insurance; riots, national emergencies; war; acts of public enemies, strikes or other labor difficulties; inability to obtain necessary labor, manufacturing facilities, materials or components from such party's usual sources; fires, floods, or other catastrophes; acts of God; or any cause, of like or different kind beyond the control of such party. (c) Each party shall notify the other in writing if performance of any of its obligations under this proposal is delayed by reasons of Force Majeure. In such event, such party may, at its option (i) suspend performance of the undelivered or unperformed portions of this proposal, pending the removal of the cause of delay, or (ii) cancel the portion of this proposal which remains undelivered or unperformed, at any time as long as the cause of delay continues. Alternatively, the other party may within thirty (30) days after receipt of such party's notice of Force Majeure, cancel the undelivered or unperformed portion of this proposal upon written notice to such party. In the event of such cancellation, the non-performing party shall remain liable to the other for all obligations arising before such non-performing party's receipt of the other party's notice of cancellation. If performance is suspended in accordance with clause (i), the parties shall, before resuming performance, agree in writing with respect to any revisions applicable to the suspended portion of the Agreement. It is agreed that Force Majeure cannot excuse your obligation to pay in accordance with the terms of the purchase agreement, except in the event of failure of the financial systems in the U.S.

16. PROPRIETARY INFORMATION. Dielectric retains title to all engineering and production prints, drawings, technical data, and other information and documents that relate to the Products and services sold to you. Unless advised by Dielectric in writing to the contrary, all such information and documents disclosed or delivered by Dielectric to you are to be deemed proprietary to Dielectric and shall be used by you solely for the purpose of inspection, installation, and maintenance and not used by you for any other purpose.

17. OTHER CONDITIONS.

- (a) Modifications of Products may be made by Dielectric or its suppliers prior to delivery, for reasons such as improvement in performance, simplifications in design, availability of materials, etc., but not to such an extent that the performance will be adversely affected.
- (b) Neither party shall assign this proposal, or any rights hereunder, without the prior written consent of the other party.
- (c) Neither party shall be deemed to have waived any term or condition of this proposal or to have assented to any exception to or modification of such terms and conditions unless such waiver or assent is in writing and signed by such party. Either party's failure at any time to require strict performance by the other of any provision in this proposal shall not waive or diminish such party's right thereafter to demand strict performance therewith or with any other provision. Waiver of any default shall not waive any other default.
- (d) In the event that any provision or part thereof of this proposal is or becomes invalid or illegal in whole or in part, such provision shall be deemed amended so as to, as nearly as possible, be consistent with the intent expressed in the Agreement. If this is impossible, such provision or part thereof shall be deemed to be deleted, but shall not in any way invalidate any of the remaining provisions or parts of this proposal.
- (e) Notices shall be mailed, certified, registered or overnight mail from a nationally recognized carrier, or sent by telegram, telex, facsimile or similar electronic means to you at the address given on the cover sheet of this proposal and to Dielectric, Attention Contract Administration, 22 Tower Hill Road, Raymond, Maine 04071. Notice shall be effective from date of receipt by addressee.
- (f) This proposal, including without limitation the schedules attached hereto and incorporated herein by reference, conclusively supercedes all prior agreements, writings and negotiations with respect to the subject matter hereof, and any such previous agreement is modified by the deletion of the items listed herein. THIS PROPOSAL EXPRESSES THE ENTIRE INTENT AND UNDERSTANDING OF THE PARTIES AND THERE IS NO OTHER UNDERSTANDING, AGREEMENT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. No agreement altering, modifying or extending the terms of this proposal shall be valid unless in writing duly signed by each party.
- (g) The rights and duties of the parties to this proposal shall be governed by and construed in accordance with the laws of the State of Maine.
- (h) Only standard catalog component products in new condition, as determined by Dielectric, may be returned within six months of purchase. A 25% restocking fee is applicable to all returns. A Return Material Authorization (RMA) number must be obtained from Dielectric and clearly affixed to the return. Any product returned without a RMA will be rejected at receiving and returned at sender's expense.