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About



Welcome, Alisha S Pettit

Procurement

Budgeting

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Solicitation Response(SR)

Dept: 0439

ID: ESR08021900000000574

Ver.: 1

Function: New

Phase: Final

Modified by batch , 08/14/2019

Header @ 5

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 609036

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0439

Vendor ID: VS0000019029



SO Doc ID: EBA2000000004

Legal Name: Dielectric LLC

Published Date: 8/9/19

Alias/DBA:

Close Date: 8/14/19

Total Bid: \$213,521.00

Close Time: 13:30

Response Date: 08/12/2019



Status: Closed

Response Time: 13:28

Solicitation Description: Addendum #1 HIGH POWER UHF
TELEVISION TRANSMIT ANTENNA

Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia
Solicitation Response

Proc Folder : 609036

Solicitation Description : Addendum #1 HIGH POWER UHF TELEVISION TRASMIT ANTENNA

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-08-14 13:30:00	SR 0439 ESR08021900000000574	1

VENDOR

VS0000019029

Dielectric LLC

Solicitation Number: CRFQ 0439 EBA2000000004

Total Bid : \$213,521.00

Response Date: 2019-08-12

Response Time: 13:28:24

Comments:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HIGH POWER UHF TV TRANSMIT ANTENNA	1.00000	EA	\$213,521.000000	\$213,521.00

Comm Code	Manufacturer	Specification	Model #
43221703			

Extended Description :	HIGH POWER UHF TV TRANSMIT ANTENNA

Comments: Dielectric Model TFU-21ETT-R 4C170 with VPOL, 6-75 Elbow Complex, 6-75 Length of T/L, 6-75 Test Transition, sweep of Antenna Array after installation.
 Delivery is 120 after award date.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ EBA2000000004

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 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

August 12, 2019

Date

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

Revised 6/8/2012



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 EDUCATIONAL	WNPB
BROADCAST AUTHORITY	Name and telephone number
600 CAPITOL ST.	Street Address
CHARLESTON, WV 25301	City, State, Zip

Quote Number	800261CMZ-3
Facility ID	71676
Quote Date	8/12/2019
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 WNPB MORGANTOWN, WV FOB SITE. PAYMENT TERMS MAY BE SUBJECT TO NEGOTIATION.

Line	Item	Item Description	Qty	Unit	Net Price	Extended Price
1	11000000077	**** ANTENNA - UHF TOP MOUNT ONE STATION HORIZONTALLY POLARIZED. TOP MOUNT TFU-21ETT-R 4C170 DIRECTIONAL ANTENNA FOR D34. INCLUDES FULL NON-PRESSURIZED RADOME OF COLOR IMPREGNATED MATERIAL.	1	EA	\$ 181,615.00	\$181,615.00
2	11000000077	**** VPOL **** ADD FOR VPOL PER C-70698-4	1	EA	\$ 7,000.00	\$7,000.00
3	11000000077	**** OTHER - ELBOW COMPLEX KIT, SINGLE CHANNEL AT ANTENNA INPUT FOR 6-1/8" 75 OHM . INCLUDES QTY 4, UNEQUAL LEG, BROADBAND DIGITLINE ELBOWS AND UP TO QTY. 2, RTLSCR675-5 CUT LENGTHS (LENGTH TBD). CONFIGURATION TO BE FIELD DETERMINED BY INSTALLATION CREW.	1	EA	\$ 9,996.00	\$9,996.00
4	RTLSCR675-20	T/L 6-75 EIA LENGTH 15' TO 20' FIXED FLG 1 END / SWIVEL FLG 1 END. LENGTH TBD.	1	EA	\$ 1,841.00	\$1,841.00
5	RTT675	TEST TRANSITION 6-75	1	EA	\$ 2,269.00	\$2,269.00
6	REPACK SWEEP	INCLUDES ONE FIELD ENGINEER ON-SITE FOR ONE DAY, TRAVEL, EXPENSES AND REPORT	1	EA	\$ 6,400.00	\$6,400.00
7	RFREIGHT	SHIPPING - HANDLING, ESTIMATED TO SITE. INCLUDES CUT LENGTH SHIPPING	1	EA	\$ 4,400.00	\$4,400.00

Total Net Price \$213,521.00

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: **TFU-21ETT/VP-R 4C170**

Proposal Number: **C-70698-4**
Date: **12-Aug-19**
Customer: **WV Public Broadcasting**
Location: **Morgantown, WV**

Electrical Specifications

Polarization: **Elliptical**
Azimuth Pattern: **Directional**
Antenna Input: **6-1/8"** **75 Ohm** **EIA/DCA**
VSWR: **Channel** **1.08 : 1** **Band**
Bandwidth: **6 MHz**
Rated Input Power: **35 kW** **(15.44 dBk)** **Maximum Average Power**

Mechanical Specifications

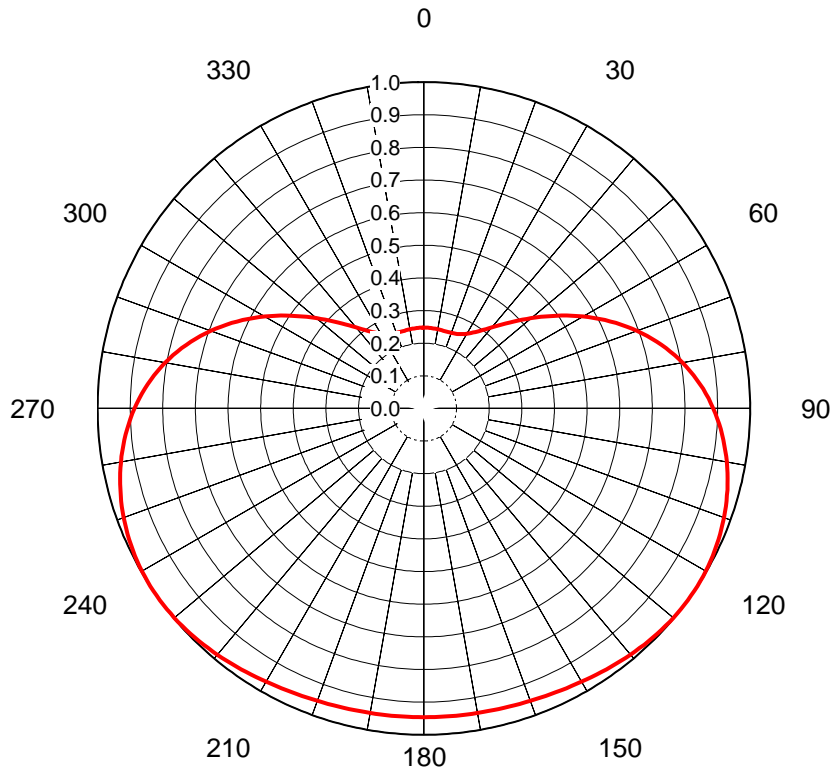
Mounting: **Top Mounted**
Environmental Protection: **Full Radome**
Height: **39.7 ft (12.1m)** **less Lightning Protector** **42.7 ft (13m)** **with Lightning Protector**
Weight: **4750 lb (2.2t)**
Effective Projected Area: **38.9 ft² (3.6m²)** **TIA-222-G** **Basic Wind Speed: 90 m/h (144.8 km/h)**

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
WNPB	34	593 MHz	660 kW (28.20 dBk)	198 kW (22.97 dBk)	27.2 kW (14.34 dBk)	27.96 (14.47dB)	8.39 (9.24dB)	18.21 (12.60dB)	5.46 (7.37dB)

AZIMUTH PATTERN Horizontal Polarization

Proposal No. **C-70698-4**
 Date **12-Aug-19**
 Call Letters **WNPB**
 Channel **34**
 Frequency **593 MHz**
 Antenna Type **TFU-21ETT/VP-R 4C170**
 Gain **1.67 (2.24dB)**
 Calculated

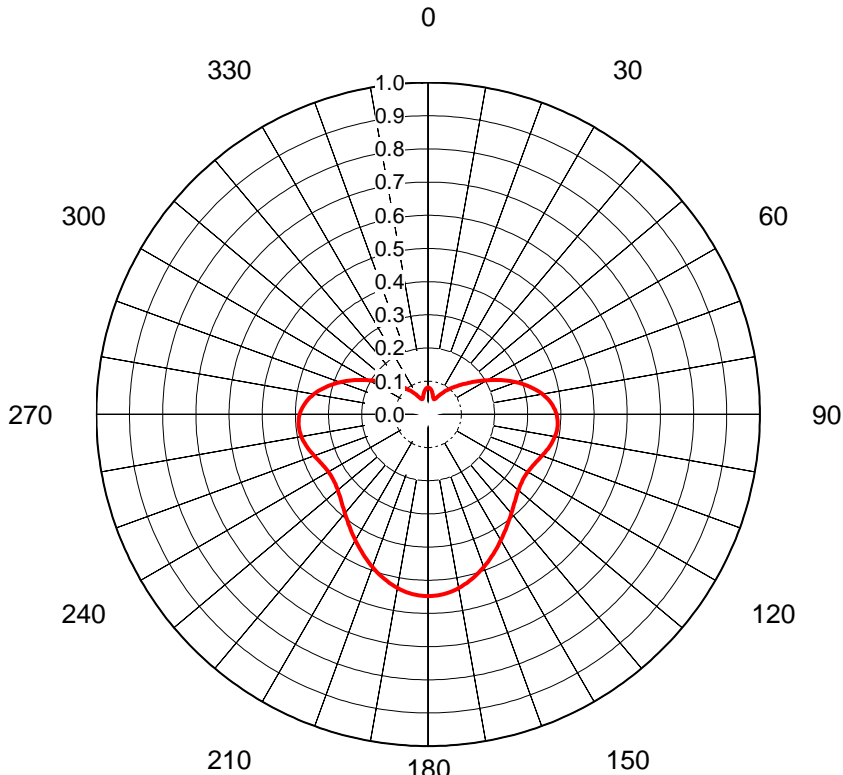


Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value
0	0.248	36	0.294	72	0.719	108	0.973	144	0.978	180	0.947	216	0.978	252	0.973	288	0.719	324	0.294
1	0.248	37	0.301	73	0.731	109	0.976	145	0.976	181	0.947	217	0.980	253	0.970	289	0.707	325	0.288
2	0.248	38	0.308	74	0.743	110	0.979	146	0.974	182	0.947	218	0.981	254	0.966	290	0.695	326	0.282
3	0.248	39	0.316	75	0.754	111	0.981	147	0.972	183	0.947	219	0.983	255	0.963	291	0.683	327	0.277
4	0.247	40	0.324	76	0.765	112	0.984	148	0.970	184	0.947	220	0.985	256	0.959	292	0.670	328	0.273
5	0.247	41	0.333	77	0.775	113	0.986	149	0.969	185	0.947	221	0.987	257	0.955	293	0.657	329	0.268
6	0.247	42	0.342	78	0.786	114	0.988	150	0.967	186	0.947	222	0.988	258	0.951	294	0.644	330	0.264
7	0.247	43	0.352	79	0.796	115	0.990	151	0.965	187	0.947	223	0.990	259	0.947	295	0.631	331	0.261
8	0.247	44	0.362	80	0.805	116	0.992	152	0.964	188	0.947	224	0.991	260	0.943	296	0.618	332	0.258
9	0.246	45	0.372	81	0.815	117	0.994	153	0.962	189	0.947	225	0.993	261	0.938	297	0.604	333	0.256
10	0.246	46	0.383	82	0.824	118	0.995	154	0.961	190	0.948	226	0.994	262	0.933	298	0.591	334	0.253
11	0.246	47	0.395	83	0.833	119	0.996	155	0.959	191	0.948	227	0.995	263	0.928	299	0.577	335	0.252
12	0.246	48	0.406	84	0.841	120	0.997	156	0.958	192	0.948	228	0.997	264	0.923	300	0.563	336	0.250
13	0.246	49	0.418	85	0.850	121	0.998	157	0.957	193	0.949	229	0.997	265	0.918	301	0.550	337	0.249
14	0.245	50	0.431	86	0.858	122	0.999	158	0.956	194	0.949	230	0.998	266	0.912	302	0.536	338	0.248
15	0.245	51	0.443	87	0.865	123	1.000	159	0.955	195	0.950	231	0.999	267	0.906	303	0.522	339	0.247
16	0.245	52	0.456	88	0.873	124	1.000	160	0.954	196	0.950	232	0.999	268	0.900	304	0.509	340	0.246
17	0.245	53	0.469	89	0.880	125	1.000	161	0.953	197	0.951	233	1.000	269	0.893	305	0.495	341	0.246
18	0.246	54	0.482	90	0.887	126	1.000	162	0.952	198	0.952	234	1.000	270	0.887	306	0.482	342	0.246
19	0.246	55	0.495	91	0.893	127	1.000	163	0.951	199	0.953	235	1.000	271	0.880	307	0.469	343	0.245
20	0.246	56	0.509	92	0.900	128	0.999	164	0.950	200	0.954	236	1.000	272	0.873	308	0.456	344	0.245
21	0.247	57	0.522	93	0.906	129	0.999	165	0.950	201	0.955	237	1.000	273	0.865	309	0.443	345	0.245
22	0.248	58	0.536	94	0.912	130	0.998	166	0.949	202	0.956	238	0.999	274	0.858	310	0.431	346	0.245
23	0.249	59	0.550	95	0.917	131	0.997	167	0.949	203	0.957	239	0.998	275	0.850	311	0.418	347	0.246
24	0.250	60	0.563	96	0.923	132	0.996	168	0.948	204	0.958	240	0.997	276	0.841	312	0.406	348	0.246
25	0.252	61	0.577	97	0.928	133	0.995	169	0.948	205	0.959	241	0.996	277	0.833	313	0.395	349	0.246
26	0.253	62	0.591	98	0.933	134	0.994	170	0.948	206	0.961	242	0.995	278	0.824	314	0.383	350	0.246
27	0.256	63	0.604	99	0.938	135	0.993	171	0.947	207	0.962	243	0.994	279	0.815	315	0.372	351	0.246
28	0.258	64	0.618	100	0.943	136	0.991	172	0.947	208	0.964	244	0.992	280	0.805	316	0.362	352	0.247
29	0.261	65	0.631	101	0.947	137	0.990	173	0.947	209	0.965	245	0.990	281	0.796	317	0.352	353	0.247
30	0.264	66	0.644	102	0.951	138	0.988	174	0.947	210	0.967	246	0.988	282	0.786	318	0.342	354	0.247
31	0.268	67	0.657	103	0.955	139	0.987	175	0.947	211	0.969	247	0.986	283	0.775	319	0.333	355	0.247
32	0.272	68	0.670	104	0.959	140	0.985	176	0.947	212	0.970	248	0.984	284	0.765	320	0.324	356	0.247
33	0.277	69	0.683	105	0.963	141	0.983	177	0.947	213	0.972	249	0.982	285	0.754	321	0.316	357	0.248
34	0.282	70	0.695	106	0.966	142	0.981	178	0.947	214	0.974	250	0.979	286	0.743	322	0.308	358	0.248
35	0.288	71	0.707	107	0.970	143	0.980	179	0.947	215	0.976	251	0.976	287	0.731	323	0.301	359	0.248

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AZIMUTH PATTERN Vertical Polarization

Proposal No. **C-70698-4**
 Date **12-Aug-19**
 Call Letters **WNPB**
 Channel **34**
 Frequency **593 MHz**
 Antenna Type **TFU-21ETT/VP-R 4C170**
 Gain **2.72 (4.34dB)**
 Calculated



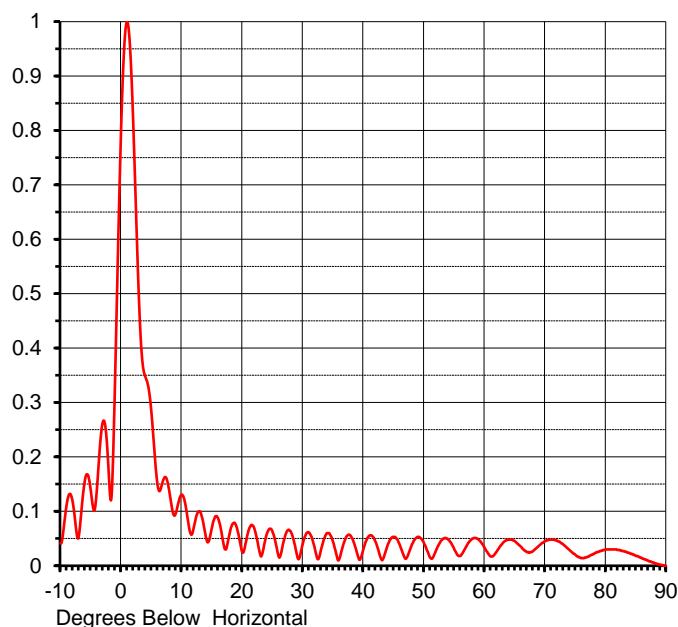
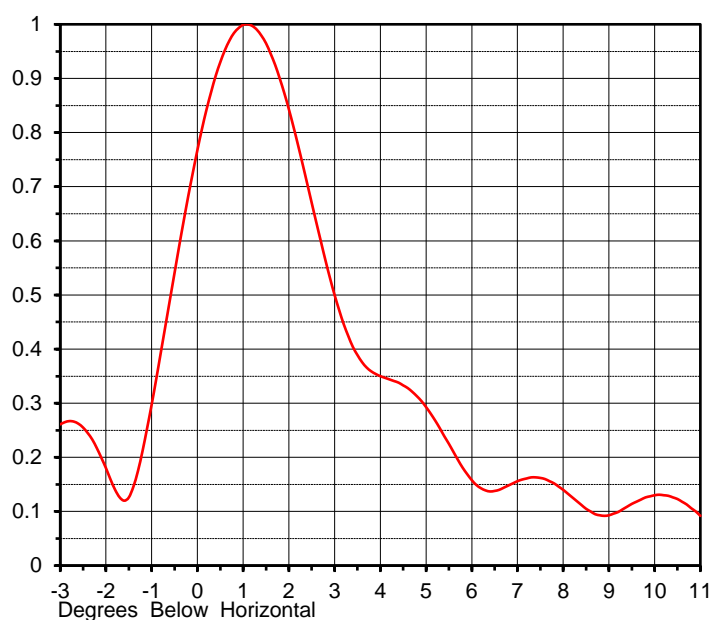
Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value	Deg	Value
0	0.081	36	0.086	72	0.298	108	0.371	144	0.408	180	0.548	216	0.408	252	0.371	288	0.298	324	0.086
1	0.081	37	0.089	73	0.305	109	0.368	145	0.413	181	0.548	217	0.403	253	0.373	289	0.290	325	0.082
2	0.080	38	0.093	74	0.312	110	0.365	146	0.418	182	0.547	218	0.399	254	0.376	290	0.283	326	0.079
3	0.080	39	0.096	75	0.319	111	0.363	147	0.423	183	0.546	219	0.394	255	0.378	291	0.275	327	0.075
4	0.079	40	0.100	76	0.326	112	0.360	148	0.428	184	0.545	220	0.390	256	0.380	292	0.267	328	0.072
5	0.077	41	0.104	77	0.332	113	0.358	149	0.433	185	0.544	221	0.386	257	0.382	293	0.259	329	0.068
6	0.076	42	0.108	78	0.338	114	0.356	150	0.438	186	0.542	222	0.382	258	0.384	294	0.252	330	0.065
7	0.074	43	0.111	79	0.344	115	0.354	151	0.444	187	0.540	223	0.378	259	0.386	295	0.244	331	0.062
8	0.073	44	0.115	80	0.350	116	0.352	152	0.449	188	0.537	224	0.374	260	0.388	296	0.236	332	0.059
9	0.070	45	0.120	81	0.355	117	0.350	153	0.454	189	0.534	225	0.370	261	0.389	297	0.228	333	0.057
10	0.068	46	0.124	82	0.360	118	0.349	154	0.459	190	0.532	226	0.367	262	0.390	298	0.221	334	0.054
11	0.066	47	0.128	83	0.365	119	0.348	155	0.464	191	0.528	227	0.364	263	0.391	299	0.213	335	0.052
12	0.064	48	0.133	84	0.369	120	0.347	156	0.470	192	0.525	228	0.361	264	0.392	300	0.206	336	0.051
13	0.061	49	0.138	85	0.373	121	0.347	157	0.475	193	0.521	229	0.358	265	0.392	301	0.199	337	0.050
14	0.059	50	0.143	86	0.377	122	0.346	158	0.480	194	0.517	230	0.355	266	0.391	302	0.191	338	0.049
15	0.057	51	0.148	87	0.380	123	0.346	159	0.485	195	0.513	231	0.353	267	0.391	303	0.185	339	0.049
16	0.055	52	0.154	88	0.383	124	0.347	160	0.490	196	0.509	232	0.351	268	0.390	304	0.178	340	0.049
17	0.053	53	0.159	89	0.385	125	0.347	161	0.495	197	0.504	233	0.350	269	0.389	305	0.172	341	0.050
18	0.051	54	0.165	90	0.387	126	0.348	162	0.500	198	0.500	234	0.348	270	0.387	306	0.165	342	0.051
19	0.050	55	0.172	91	0.389	127	0.350	163	0.504	199	0.495	235	0.347	271	0.385	307	0.159	343	0.053
20	0.049	56	0.178	92	0.390	128	0.351	164	0.509	200	0.490	236	0.347	272	0.383	308	0.154	344	0.055
21	0.049	57	0.185	93	0.391	129	0.353	165	0.513	201	0.485	237	0.346	273	0.380	309	0.148	345	0.057
22	0.049	58	0.191	94	0.391	130	0.355	166	0.517	202	0.480	238	0.346	274	0.377	310	0.143	346	0.059
23	0.050	59	0.199	95	0.392	131	0.358	167	0.521	203	0.475	239	0.347	275	0.373	311	0.138	347	0.061
24	0.051	60	0.206	96	0.392	132	0.361	168	0.525	204	0.470	240	0.347	276	0.369	312	0.133	348	0.064
25	0.052	61	0.213	97	0.391	133	0.364	169	0.528	205	0.464	241	0.348	277	0.365	313	0.128	349	0.066
26	0.054	62	0.221	98	0.390	134	0.367	170	0.532	206	0.459	242	0.349	278	0.360	314	0.124	350	0.068
27	0.057	63	0.228	99	0.389	135	0.370	171	0.534	207	0.454	243	0.350	279	0.355	315	0.120	351	0.070
28	0.059	64	0.236	100	0.388	136	0.374	172	0.537	208	0.449	244	0.352	280	0.350	316	0.115	352	0.073
29	0.062	65	0.244	101	0.386	137	0.378	173	0.540	209	0.444	245	0.354	281	0.344	317	0.111	353	0.074
30	0.065	66	0.252	102	0.384	138	0.382	174	0.542	210	0.438	246	0.356	282	0.338	318	0.108	354	0.076
31	0.068	67	0.259	103	0.382	139	0.386	175	0.544	211	0.433	247	0.358	283	0.332	319	0.104	355	0.077
32	0.072	68	0.267	104	0.380	140	0.390	176	0.545	212	0.428	248	0.360	284	0.326	320	0.100	356	0.079
33	0.075	69	0.275	105	0.378	141	0.394	177	0.546	213	0.423	249	0.363	285	0.319	321	0.096	357	0.080
34	0.079	70	0.283	106	0.376	142	0.399	178	0.547	214	0.418	250	0.365	286	0.312	322	0.093	358	0.080
35	0.082	71	0.290	107	0.373	143	0.403	179	0.548	215	0.413	251	0.368	287	0.305	323	0.089	359	0.081

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ELEVATION PATTERN

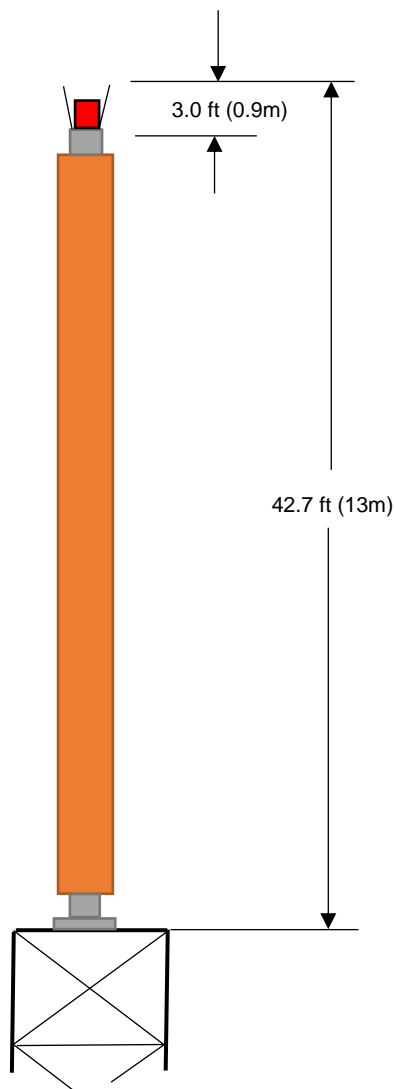
Proposal No. **C-70698-4**
 Date **12-Aug-19**
 Call Letters **WNPB**
 Channel **34**
 Frequency **593 MHz**
 Antenna Type **TFU-21ETT/VP-R 4C170**

RMS Directivity at Main Lobe **19.8 (12.96 dB)**
 RMS Directivity at Horizontal **12.9 (11.11 dB)**
 Beam Tilt **1.00 deg**
 Pattern Number **21E198100**
Calculated



Angle	Field	Angle	Field	Angle	Field	Angle	Field	Angle	Field
-10.0	0.041	10.0	0.131	30.0	0.041	50.0	0.041	70.0	0.045
-9.0	0.112	11.0	0.085	31.0	0.061	51.0	0.015	71.0	0.048
-8.0	0.117	12.0	0.071	32.0	0.030	52.0	0.029	72.0	0.046
-7.0	0.054	13.0	0.100	33.0	0.030	53.0	0.048	73.0	0.039
-6.0	0.156	14.0	0.052	34.0	0.060	54.0	0.048	74.0	0.029
-5.0	0.137	15.0	0.071	35.0	0.043	55.0	0.030	75.0	0.020
-4.0	0.142	16.0	0.087	36.0	0.012	56.0	0.018	76.0	0.014
-3.0	0.265	17.0	0.035	37.0	0.049	57.0	0.036	77.0	0.016
-2.0	0.159	18.0	0.064	38.0	0.053	58.0	0.050	78.0	0.022
-1.0	0.345	19.0	0.073	39.0	0.021	59.0	0.048	79.0	0.027
0.0	0.807	20.0	0.025	40.0	0.031	60.0	0.033	80.0	0.030
1.0	1.000	21.0	0.064	41.0	0.055	61.0	0.017	81.0	0.030
2.0	0.811	22.0	0.068	42.0	0.044	62.0	0.026	82.0	0.029
3.0	0.472	23.0	0.019	43.0	0.011	63.0	0.042	83.0	0.027
4.0	0.347	24.0	0.057	44.0	0.038	64.0	0.048	84.0	0.023
5.0	0.281	25.0	0.062	45.0	0.053	65.0	0.045	85.0	0.018
6.0	0.149	26.0	0.017	46.0	0.038	66.0	0.035	86.0	0.014
7.0	0.159	27.0	0.052	47.0	0.013	67.0	0.025	87.0	0.009
8.0	0.133	28.0	0.063	48.0	0.039	68.0	0.027	88.0	0.005
9.0	0.096	29.0	0.021	49.0	0.053	69.0	0.037	89.0	0.002
								90.0	0.000

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MECHANICAL SPECIFICATIONS

Proposal No. **C-70698-4**
 Date **12-Aug-19**
 Call Letters **WNPB**
 Channel **34**
 Frequency **593 MHz**
 Antenna Type **TFU-21ETT/VP-R 4C170**

Preliminary Specifications

Top Mounted

With ice TIA-222-G

Height AGL(z) 450 ft (137.2 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 $t_{iz} = 1.30$ in
 Wind Speed w/Ice 40 m/h (64.4 km/h)

Mechanical Specifications

		without ice	with ice
Height with Lightning Protector	H4	42.7 ft (13m)	
Height less Lightning Protector	H2	39.7 ft (12.1m)	
Height of Center of Radiation	H3	19.8 ft (6m)	
Effective Projected Area	(EPA) _S	38.9 ft ² (3.6m ²)	95.3 ft ² (8.9m ²)
Moment Arm	D1	21.7 ft (6.6m)	22.3 ft (6.8m)

Weight W 4750 lb (2.2t) 6300 lb (2.9t)

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

Prepared by: DLS
 Rev. No.4 by: JBC

Date: 12-Aug-19
 Date: 12-Aug-19

ME: EE:

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Summary

Proposal No.	C-70698-4
Date	12-Aug-19
Call Letters	WNPB
Channel	34
Frequency	593 MHz
Antenna Type	TFU-21ETT/VP-R 4C170

Antenna

	Hpol	Vpol
ERP:	660 kW (28.20 dBk)	198 kW (22.97 dBk)
Peak Gain*	27.96 (14.47 dB)	8.39 (9.24 dB)

Antenna Input Power	23.6 kW (13.73 dBk)
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Transmission Line

Type:	Rigid	Attenuation:	(0.61 dB)
Size:	6-1/8"	Efficiency:	86.8%
Impedance:	75 Ohm		
Length:	515 ft	157.0 m	

Transmitter Output

27.2 kW (14.34 dBk)

Transmitter filter losses not included

* Directivity and Gain are with respect to half wave dipole. The gain includes feed system losses

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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, insurrection; 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.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

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

☒ A pre-bid meeting will not be held prior to bid opening

☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: August 6, 2019 @ 8:00am

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: **Stephanie.L.Gale@wv.gov**

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 14, 2019 @ 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

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

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

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

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

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

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

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

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☒ **Additional Insured must be marked**
- ☒ **Certificate Holder must be the State of West Virginia**
- ☐
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

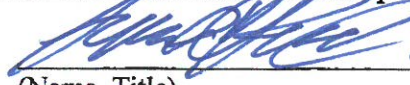
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

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.

 Quotes Rep.

(Name, Title)

Lawrence Paterson, Quotes Representative

(Printed Name and Title)

22 Tower Road, Raymond ME 04071

(Address)

(207) 655-8154

(Phone Number) / (Fax Number)

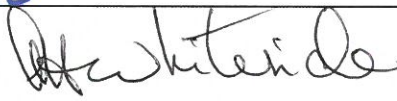
lawrence.paterson@dielectric.com

(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)



(Authorized Signature) (Representative Name, Title)

Andrew Whiteside, President

(Printed Name and Title of Authorized Representative)

August 7, 2019

(Date)

(410) 568-1548

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION, RFQ# EBAr67877
High-Power UHF Television Transmit Antenna

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Educational Broadcasting Authority (Agency) to establish a contract for the one-time purchase of a High-Power UHF Television Transmit Antenna.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **Contract Item:** means a High-Power UHF Television Transmit Antenna as more fully described by these specifications.
 - 2.2 **Elliptical Polarization:** An antenna is said to be vertically polarized (linear) when its electric field is perpendicular to the Earth's surface. If the axial ratio is near 0 dB (decibel), the antenna is said to be circular polarized. If the axial ratio is greater than 1-2 dB, the polarization is often referred to as elliptical.
 - 2.3 **Horizontal Azimuth Pattern:** horizontal angle radiation measured clockwise from any fixed reference plane or easily established base direction line.
 - 2.4 **Moment Arm:** the length between a joint axis and the line of force acting on that joint. Every joint that is involved in an exercise has a moment arm. The longer the moment arm is the more load will be applied to the joint axis through leverage.
 - 2.5 **Pricing Page:** the page(s), contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.6 **Radome:** a dome or other structure protecting radar equipment and made from material transparent to radio waves, especially one on the outer surface of an aircraft.
 - 2.7 **Solicitation:** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

- 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 **High-Power UHF Television Transmit Antenna**
 - 3.1.1.1 **Mechanical Specifications**
 - 3.1.1.1.1 All structural elements shall be designed and fabricated in accordance with TIA/EIA standard RS-222G, Structural Standards for Steel Antenna, Towers,

REQUEST FOR QUOTATION, RFQ# EBAr67877
High-Power UHF Television Transmit Antenna

and Supporting structures. Download available here: Structural Standards for Antennae and Towers. A building markup (Exhibit B) is attached to facilitate this.

- 3.1.1.1.2 All hardware shall be constructed of non-ferrous material or be galvanized:
 - 3.1.1.1.2.1 Steel elements shall be hot-dip galvanized in accordance with the ASTM A123 standard available here: ASTM A123 Standard
 - 3.1.1.1.2.2 Zinc coating shall be applied with a minimum thickness of 0.002 inches (0.5mm)
- 3.1.1.1.3 Physical Antenna attributes:
 - 3.1.1.1.3.1 Antenna shall be top mounted
 - 3.1.1.1.3.2 Radiating elements shall be protected from ice by being enclosed in a Radome
 - 3.1.1.1.3.3 Vendor shall provide mechanical interface between top of steel and antenna
 - 3.1.1.1.3.4 Weight without ice shall be less than 5000 pounds
 - 3.1.1.1.3.5 Effective Projected Area (wind load) shall be less than 40 square feet (3.7 square meters)
 - 3.1.1.1.3.6 Moment arm shall be less than 22 feet (6.7 Meters)

3.1.1.2 Electrical specifications:

- 3.1.1.2.1 Polarization shall be elliptical
- 3.1.1.2.2 The Horizontal Azimuth Pattern shall meet the parameters defined in the Attachment provided (PDF of Construction permit on file with the FCC – Exhibit C)

3.1.1.3 Transmission Line and Accessories:

- 3.1.1.3.1 Vendor shall provide Transmission Line able to operate with 30 Kilowatts DTV (Digital Television) power
 - 3.1.1.3.1.1 Current transmission line is 3 1/8" EIA.
- 3.1.1.3.2 Vendor shall provide all Transmission Line components for complete installation. Components shall include but not be limited to: Hangers, hoisting adapters, Elbows, Field terminated line sections, transformers, and pressure windows.

4. CONTRACT AWARD:

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (Exhibit A).

REQUEST FOR QUOTATION, RFQ# EBAr67877
High-Power UHF Television Transmit Antenna

4.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) by filling the table with the appropriate information. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

- 4.2.1 Vendor should complete the Pricing Page (Exhibit A) by listing a Unit Cost for each Contract Item, multiplying this unit cost by the given quantity, and listing the result as a Total Item Cost for each Contract Item. Vendor should then enter a sum of all Total Item Costs in the Total Bid Cost field.
- 4.2.2 Shipping costs shall be included in the price of equipment.
- 4.2.3 Vendor must include additional documentation for all equipment and components to sufficiently demonstrate that all equipment and components meet specifications. Vendor should include this documentation with their bid.
- 4.2.4 Vendor should type or electronically enter the information into the Pricing Page (Exhibit A) to prevent errors in the evaluation
- 4.2.5 The total cost of the bid shall be the "Total Bid Cost" as described in section 4.2.1
- 4.2.6 The winning Vendor shall be the vendor submitting the bid with the lowest total cost
- 4.2.7 If no vendor submits a bid within the budget limitations of the Agency, the Agency may, at its own discretion, cancel this RFQ and purchase nothing.

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

5. PAYMENT:

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

REQUEST FOR QUOTATION, RFQ# EBAr67877
High-Power UHF Television Transmit Antenna

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall deliver the Contract Items within 120 calendar days of being awarded this Contract and receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the following address:

WV Educational Broadcasting Authority
Attn: Art Austin
WNPB Transmitter Site
2095 Sand Springs Road
Morgantown WV 26508

Vendor must give the Agency a minimum notice of 10 business days prior to the arrival of the Contract Items on site to permit preparation for off-loading.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

REQUEST FOR QUOTATION, RFQ# EBAr67877
High-Power UHF Television Transmit Antenna

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION, RFQ# EBAr67877
High-Power UHF Television Transmit Antenna

Exhibit A
Pricing Page*

Item#	Description	Quan	Unit Cost	Total Item Cost
1	High-Power UHF Television Transmit Antenna as described in section 3.1.1	1	\$213,521.00	\$213,521.00
	Total Bid Cost			\$ 213,521.00

***Per section 4.2.3 Vendor must also provide documentation for the equipment quoted sufficient for the Agency to determine whether the quoted equipment meets specifications. Vendor should provide this documentation with their initial bid.**

Authorized Signature: _____



Date: August 7, 2019

① CONTRACTOR SHALL FURNISH AND APPLY NEW CRACKING WHITE FLOOR
SOL BRUSH STAINER APPLICATOR EQUIPPED WITH 75
GALLONS CAPACITY AND POWER TO THE JOB CONTINUOUSLY.

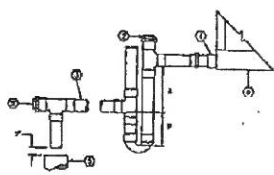
4. ORDER TO ADJUST BY OTHER APPLICABLE PROVISION



ZDS
DESIGN/
CONSULTING
SERVICES

WV Public Broadcasting
Transmitter Station
Chestnut Ridge, WV

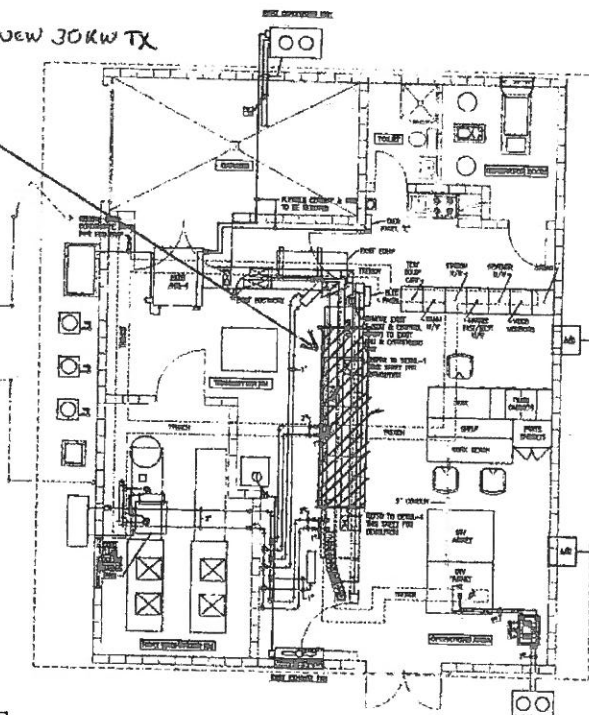
Mechanical/Electrical Demolition



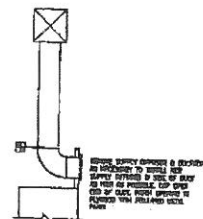
2000 2000 000	2000 2000 000	2000 2000 000
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- ① $\frac{1}{2}$ (A) $\frac{1}{2}$ (B) $\frac{1}{2}$ (C) $\frac{1}{2}$ (D) $\frac{1}{2}$ (E) $\frac{1}{2}$
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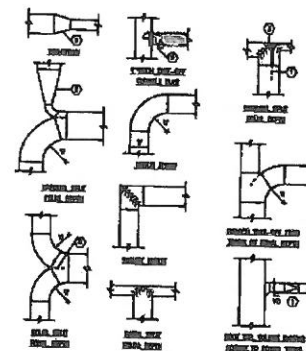
HYAC DRAIN TRAP DETAIL



FLOOR PLAN



DETAIL - 1
FEB 28 1948



- ① "WANT ONLY THOSE" ON NEW 1966 2" DEEPER WITH MOUNTAIN PLATE
- ② 1" ON 4" WIDE.
- ③ BUILT-IN WOODEN RIBBON CASE - 1966.
- ④ 1966.
- ⑤ 1966-68, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632

**MISCELLANEOUS
DUCT DETAILS**
NOT TO SCALE

DATE	DESCRIPTION	DATE
		2-20-03
		Project Manager
		WPAZ/PC
		Reviewed by
		T. Zauderich
		Drawn by
		M. Cochran
		Security Manager
		MED1

2015/08/27 14:08:27

**Antenna
Technical Data**

Section	Question	Response
Antenna Type	Antenna Type	Directional Custom
	Do you have an Antenna ID?	No
	Antenna ID	1002420
Antenna Manufacturer and Model	Manufacturer:	Dielectric
	Model	TFU-16GTH-R C170
	Rotation	180 degrees
	Electrical Beam Tilt	1.0
	Mechanical Beam Tilt	Not Applicable
	toward azimuth	
	Polarization	Elliptical
DTV and DTS: Elevation Pattern	Does the proposed antenna propose elevation radiation patterns that vary with azimuth for reasons other than the use of mechanical beam tilt?	No
	Uploaded file for elevation antenna (or radiation) pattern data	

Directional Antenna Relative Field Values (Pre-rotated Pattern)

Degree	V _A (Authorized Value)	Degree	V _A (Authorized Value)	Degree	V _A (Authorized Value)	Degree	V _A (Authorized Value)
0	0.899	90	0.940	180	0.245	270	0.940
10	0.900	100	0.854	190	0.232	280	0.887
20	0.905	110	0.733	200	0.207	290	1.000
30	0.817	120	0.588	210	0.218	300	0.988
40	0.936	130	0.437	220	0.302	310	0.963
50	0.983	140	0.302	230	0.437	320	0.936
60	0.888	150	0.218	240	0.588	330	0.917
70	1.000	160	0.207	250	0.733	340	0.905
80	0.987	170	0.232	260	0.854	350	0.900

Additional Azimuths

Degree	V _A
71	1.00
289	1.00
204	0.204
156	0.204

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: August 7, 2019

State of Maine

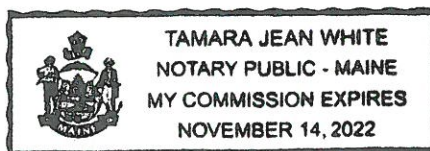
County of Cumberland, to-wit:

Taken, subscribed, and sworn to before me this 7th day of August, 2019.

My Commission expires November 14, 2022

AFFIX SEAL HERE

NOTARY PUBLIC Tamara Jean White



Purchasing Affidavit (Revised 01/19/2018)



Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

August 6, 2019

Attention: Stephanie Gale
RE: CRFQ 0439 EBA2000000004 – High Power UHF Television Transmit Antenna

Ms. Gale,

Thank you for the opportunity to respond to the West Virginia, WNPB 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 FM and TV. 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. 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,

A handwritten signature in black ink, appearing to read "Jay Martin", is written over the printed name.

Jay Martin

Vice President, Sales

Cc: Christine Zuba



**CLARIFICATIONS TO WEST VIRGINIA REQUEST FOR QUOTATION CRFQ 0439 EBA2000000004
SPECIFICATIONS**

Sections 1 and 2

Understood

3.1.1 Comply, except where clarified as follows:

3.1.1.1.3 The proposed Dielectric TFU-21ETT/VP-R 4C170 meets all the physical attributes of this section.

3.1.1.2.2 The proposed Dielectric TFU-21ETT/VP-R 4C170 Horizontal Azimuth Pattern meets the parameters as defined.

3.1.1.3. No transmission line is included except for a new antenna input complex and a cut section (to be called into the factory by the installation crew and shipped overnight) to mate with the existing run of 6-1/8" 75 ohm transmission line.

Sections 4 and 5

Understood and Comply

Section 6

6.1. Comply

Section 7

Understood