

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

1	WOASIS		Jump to: FORMS 🟦 😡 🐲	Home 🌽 Personalize 🚳 A	.ccessibility 🛜 A	App Help 🧖 About	U
۷	Welcome, Lu Anne Cottrill		Procurement Budgeting Accounts Receival	able Accounts Payable			
	Solicitation Response(SR) Dept: 0439 ID: ES	SR12091900000003460 Ver.: 1 Function:	New Phase: Final Modified by ba	atch , 12/10/2019			
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L	Header () 1						
I						🗮 List View	~
l	General Information Contact Default V	Values Discount Document Information					
I	Procurement Folder: 651935		SO Doc Code:	: CRFQ			
I	Procurement Type: Central Purch	nase Order	SO Dept:	: 0439			
I	Vendor ID: VS0000205	535 👌	SO Doc ID:	: EBA200000014			
I	Legal Name: HOWELL LAB	BORA TORIES INC	Published Date:	: 12/2/19			
I	Alias/DBA:		Close Date:	: 12/10/19			
I	Total Bid: \$58,860.00		Close Time:	: 13:30			
	Response Date: 12/09/2019		Status:	: Closed			
•	Response Time: 13:04		Solicitation Description:	Addendum No.02; MEDIUM POV FM ANTENNA			
ł			Total of Header Attachments:	: 1			
			Total of All Attachments:	: 1			
							~



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

State of West Virginia Solicitation Response

Proc Folder : 651935 Solicitation Description : Addendum No.02; MEDIUM POWER FM ANTENNA Proc Type : Central Purchase Order			
Date issued	Date issued Solicitation Closes Solicitation Response		Version
	2019-12-10 13:30:00	SR 0439 ESR1209190000003460	1

VENDOR					
V\$000020535					
HOWELL LABORATORIES INC					
Solicitation Number: CRFQ 0439	EBA200000014				

 Total Bid :
 \$58,860.00
 Response Date:
 2019-12-09
 Response Time:
 13:04:44

Comments:

OR INFORMATION CONTACT THE BUYER				
Guy Nisbet				
(304) 558-2596 guy.l.nisbet@wv.gov				
Signature on File	FEIN #	DATE		
All offers subject to all terms and conditions contain	ned in this solicitation			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Medium POWER FM ANTENNA	1.00000	EA	\$58,860.000000	\$58,860.00
Comm Code	Manufacturer	Specification		Model #	
43221703					
Extended Des	scription : Medium POWER UHF T	V TRANSMIT ANT	ENNA		

Comments: Complete PDF documents binder package attached

Index for

State of West Virginia

Bid offer CRFQ-0439 EBA200000014

- 1. Bid documents
 - a. Purchasing form
 - b. Addendum sign off form
 - c. Exhibit A pricing sheet
 - d. Designated contact/certification and signature form
- 2. Shively Introduction letter
 - 2.1 Shively Bid responses
- 3. 6810 antenna data sheet
- 4. 6810 weight and Windload calculation
- 5. Shively sample 6810-6R-EF-DA installation drawing
- 6. Shively Pattern brochure

Attachments:

Shively Reference quote 66728 - attachment 3

Shively terms and conditions (Warranty details) attachment 4

Shively insurance details attachment 5

Shively radome data sheet - attachment 6

REQUEST FOR QUOTATION, RFQ# EBAr68287 Medium-Power UHF Television Transmit Antenna

Exhibit A Pricing Page*

em#	Description	Quan	Unit Cost	Total Item Cost
1	Medium-Power FM Broadcast Transmit Antenna as described in section 3.1.1	1	58,860.00 \$	58,860.00
	Total Bid Amount			\$ 58,860.00

*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.

Los al Authorized Signature: Dale Ladner 12/6/2019 Date:

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO .:

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

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

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

🗴 Addendum No. 1	🗖 Addendum No. 6
🗴 Addendum No. 2	🔲 Addendum No. 7
🗍 Addendum No. 3	🔲 Addendum No. 8
🗍 Addendum No. 4	🔲 Addendum No. 9
🗍 Addendum No. 5	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.

9 10

Shively Labs, a division of Howell Laboratories

Company Sole A	
Authorized Signature	
12/6/2019	

Date

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

Revised 10/01/2019

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.

Dan Jah S	ales Mar
(Name, Title) Dale Ladner Sales Manager	1
(Printed Name and Title) PO Box 389 Bridgton, Maine 04009	
(Address) 207-647-3327 x 309 207-647-8273	
(Phone Number) / (Fax Number) dladner@shively.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.

Shively Labs

(Company) Sales Mar

(Authorized Signature) (Representative Name, Title)

Dale Ladner Sales Manager

(Printed Name and Title of Authorized Representative)

12/06/2019

(Date)

207-647-3327 x 309 207-647-8273

(Phone Number) (Fax Number)

Revised 10/01/2019

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 exceed 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: How	Il haboraturies Inc / Shive	1, Lobs
Authorized Signature:	Ahn Tom CFO	Date: 12-9-2019
State of Main		
County of Cumberland	, to-wit:	
Taken, subscribed, and sworn	to before me this <u>9</u> day of <u>December</u>	, 20 <u>19</u> .
My Commission expires 10	1cmber 13, 2026.	
AFFIX SEAL HERE		My
	CINDY E. THOMPSON Notary Public - State of Malne My Comm. Expires 11-13-2026	Purchesing Affidevit (Revised 01/19/2018)

Instructions to Vendors Submitting Bids

	<u>Bid details</u>	Shively Response
1	Review Documents thoroughly	Comply
2	Mandatory terms	Understood
3	Prebid meeting	Understood
4	Vendor Question Deadline	Understood
5	Verbal Communications	Understood
6	Bid Submission	Comply
7	Bid Opening 12/10/19 at 1:30 pm	Understood
8	Addendum Acknowledgement	Comply, forms attached
9	Bid Formatting	Comply
10	Alternate model or brand	Understood
11	Exceptions and clarifications	Comply
12	Communication Limitations	Comply
13	Registration	Comply
14	Unit Price	Comply
15	Preference	Understood
15a	Reciprocal Preference	Understood
	Small, women-owned or minority	Shively Labs, a division of Howell Laboratories is
16	owned businesses	considered a small business.
17	Waiver of minor irregularities	Understood
18	Electronics file access restrictions	Comply
19	Non responsible	Understood
20	Acceptance/rejection	Understood
21	Your submission ias a public document	Understood
22	Interested party disclosure	Understood
23	With the bid requirements	Understood

	General Terms and Conditions	
1	Contractual Agreement	Understood
2	Definitions	Understood
2.1	Agency or Agencies	Understood
2.2	Bid or Proposal	Understood
2.3	Contract	Understood
2.4	Director	Understood
2.5	Purchasing division	Understood
2.6	Award Document	Understood
2.7	Solicitation	Understood
2.8	State	Understood
2.9	Vendor or vemdors	Understood
3	Contract term, renewal: extension	Understood, one time purchase
4	Notice to proceed	Understood
5	Quantities	Understood, one time purchase
6	Emergency purchases	Understood

	General Terms and Conditions-cont	
	<u>Bid details</u>	Shively Response
7	Required Documents	Comply
8	Insurance	Comply- Attachment 5 will provide verification
9	Workers Compensation Insurance	Understood
10	Reserved	n/a
11	Liquidated Damages	Understood
12	Acceptance	Comply
13	Pricing	Comply
14	Payment in Arrears	Comply
15	Payment methods	Comply
16	Taxes	Comply
17	Additional Fees	Understood
18	Funding	Understood
19	Cancellation	Understood
20	Time	Understood
21	Applicable Law	Understood
22	Compliance with laws	Comply
23	Arbitration	Understood
24	Modifications	Understood
25	Waiver	Comply
26	Subsequent forms	Understood
27	Assignment	Understood
28	Warranty	Comply -see Attachment 4 with Shively warranty
29	State Employees	Understood
30	Privacy, security and confidentiality	Comply
31	Your submission is a public document	Understood
32	Licensing	Understood
33	Antitrust	Comply
34	Vendor certifications	Comply
35	Vendor relationship	Comply
36	Indemnification	Comply
37	Purchasing affadavit	Understood
	Additional agency and local	
38	Government Use	Understood
39	Conflict of interest	Comply
40	Reports	Understood
41	Background Check	Understood
		Comply -unless material requirements are not met
	Preference for use of domestic steel	domestically. Our parent company is a military
42	products	supplier that requires domestic materials in nearly all
		Comply -unless material requirements are not met
	Preference for use of domestic	domestically. Our parent company is a military
43	aluminum, glass and steel	supplier that requires domestic materials in nearly all
44	Interested party supplemental	Understood

	Bid details	Shively Response
	Specifications - Medium Power FM ante	
1	Purpose and scope	Understood
2	Definitions	Understood
2.1	Contract item	Understood
2.2	Circular polarized	Understood
2.3	"first off" configuration	Understood
2.4	Horizontal Azimuth Pattern	Understood
2.5	Pricing Page	Understood
2.6	Radome	Understood
2.7	Solicitation	Understood
3	General Requirements	
3.1	Mandatory Contract Items	
3.1.1	Medium Power FM Broadcast Antenna	
3.1.1.1	Mechanical Specifications	
3.1.1.1.1	All structural elements shall be designed	Will comply
	and fabricated in accordance with	
	TIA/EIA standards RS-222G	
3.1.1.1.2	All hardware shall be constructed of non	- Will comply- Shively provides stainless steel mounting
	ferrous material or be galvanized	and hardware with some galvanized hardware as
		required.
3.1.1.1.2.1	steel elements shall be hot dip	Will comply
	galvanized per ASTM A123	
3.1.1.1.2.2	Zinc coating shall be applied with a	Will comply if required
	minimum thicness of 0.022 inches	
3.1.1.3	Physical Attributes	
3.1.1.1.3.1	Antenna shall be affixed to a Stainless	Understood
	G5 tower at approximately 340 feet	
	elevation. Vendor WIL NOT be required	
	to attach the antenna to tower.	
3.1.1.1.3.2	See Exhibit B for tower details	Understood
3.1.1.1.3.3	Radiating elements shall be protected	Will comply - See attachment 6 for radome data sheet
	from ice by being enclosed in a radome.	
3.1.1.1.3.4	Vendor shall provide mechanical	Will comply
	interface between tower and antenna	
3.1.1.2	Electrical specifications	
3.1.1.2.1	Antenna system (antenna, trans line and	Will comply- final customer approved FCC pattern
	connectors) shall provide enough gain	work will determine exact gain. Estimated power gain
	to achieve 14kW ERP with 5 kW tpo.	of 4.6 would require tpo of 3.46 kW.
3.1.1.2.1.1	0	Understood
	antenna (6 bays with radomes)	
3.1.1.2.2	Polarization shall be circular	Will comply
3.1.1.2.3	The horizontal azimuth pattern shall	Will comply
	meet the bid parameters	

	Bid details	Shively Response
	Specifications - Medium Power FM ante	
3.1.1.2.3.1	Vendor shall provide pattern	
0	certification upon delivery to the	
3.1.1.3	Transmission line and accessories	
3.1.1.3.1	Vendor shall provide 3 1/8" 50 ohm	Will comply - 3 inch transmission line with 3 1/8" EIA
	transmission line	connectors. Rated for 40 kW
3.1.1.3.2	Vendor will provide 450 feet of	Will comply
	transmission line	
3.1.1.3.3	Transmission line shall be pressurized	Will comply
3.1.1.3.4	Transmission line shall have the antenna	Will comply
	connector factory installed and	
	delivered in a "first off" configuration	
3.1.1.3.5	Vendor shall provide all transmission	Exception::Will comply as required for FM project.
	line components for complete	Items in the call out such as the elbows, field
	installation. Components shall include	terminated line sections and pressure windows are
	but not be limited to: Hangers, hoisting	NOT utilized in FM installation. Items included in bid
	adapters, elbows, field terminated line	re listed under Attachment 3- Shively Quote 66728,
	sections and pressure windows	line 3.
4	Contract award	Understeed
4.1 4.2	Contract award	Understood Will comply
4.2.1	Pricing Page (Exhibit A) Vendor should complete the Pricing	Will comply
4.2.1	Vendor must include additional	Will comply - various attachments will be included;
7.2.2	documentation for all equipment and	data sheets, formal quote, etc.
	components to sufficiently demonstrate	
	that all equipment and components	
	meet specifications. Include with bid	
5	Payment	
5.1	Payment: Vendor shall accept payment	Will comply
	in accordance with the payment	
	procedures of the State of West Virginia	
6	Delivery and return	
	Shipment and delivery; Vendor shall	Will comply
	deliver the contract lines within 120	
	days of being awardrd this contract and	
6.4	receiving a purchase order or notice to	
6.1	proceed,	M/II
6.2	Late delivery:	Will comply
63	Delivery Payment/Risk of loss: items to	Will comply
6.3 6.4	be shipped FOB destination Return of unacceptable items:	Will comply
0.4	Return of unacceptable items:	Will comply

<u>Bid details</u> <u>Shively Response</u> Specifications - Medium Power FM antenna

6.5 Return due to agency error: Items ordered in error by the Agency will be returned for credit within 30 days of reciept, FOB Vendors location. Vendor shall not charge a restocking fee if returned products are in resaleable condition, Items shall be deemed to be in a resaleable condition if they are unused and in the original packaging. Any restocking fee for items not in a resaleable condition shall be the lower of the vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

EXCEPTION: The products requested in this bid are customer specific in frequency and design. Shively will not take back items ordered incorrectly as they would not be something that would be easily resold in the same configuration. There is no restocking fee that would compensate Shively Labs to rework complete antenna systems, pattern work and customer specific lengths of transmission line.

7 Vendor default

	The following shall be considered a	Understood
7.1	vendor default under this contract	
	Failure to provide contract items in	Understood
	accordance with the requiremantes	
7.1.1	contained herein.	
	Failure to comply with other	Understood
7.1.2	specifications and requirements	
	Failure to comply with any laws, rules	Understood
	and oridnances applicable to the	
	contract services provided under this	
7.1.3	contract.	
	Failure to remedy deficient	Understood
7.1.4	performances upon request	
	The following remedies shall be	
7.2	available to Agency upon default	
7.2.1	Immediate cancellation of the contract	Understood
7.2.2	Immediate cancellation of one or more	Understood
	release orders issued under this	
	contract	
7.2.3	Any other remedies available in law or	Understood
	equity	

Shively Labs®

Model 6810 Circularly Polarized FM Antenna

Full-Wave-Spaced

True circular polarization Power rating: 10 kW per Bay Best sidemount in the industry for directionals Will diplex over 2.2 MHz bandwidth Shively standard features:

- Ring stub design
- Consistently predictable patterns
- Digital-ready
- Pattern studies available
- No Factory personnel needed to install
- Adjustable fine-matching transformer
- Radomes and deicers available
- Rugged corrosion-resistant mounts
- Works with regular towers; no need for special frequency-sensitive tower sections
- Pressure relief valve for easy purging of the system
- Special spacing, H/V ratios, null fill and beam tilt available

Electrical specifications:

No. of	G	ain	Power Rating	No. of	Go	nin	Power Rating
Bays	Power	dB	kW	Bays	Power	dß	kW
1	0.45	-3.43	10	7	3.93	5.94	40
2	0.99	-0.04	20	8	4.53	6.56	40
3	1.56	1.92	30	10	5.74	7.59	40
4	2.14	3.30	40	12	6.97	8.43	40
5	2.73	4.36	40	14	8.18	9.13	40
6	3.33	5.22	40	16	9.42	9.74	40

Performance specifications:

Polarization:

VSWR:

Single bay:

1.06 : 1 ± 100 kHz 1.1 : 1 ± 200 kHz

Right circular

0.8 to 1.8 MHz spacing, each channel: 1.10 : 1 ± 100 kHz 1.20 : 1 ± 200 kHz

Greater than 1.8 MHz spacing: Contact the factory.

Azimuth Pattern Circularity: Horizontal component ±1.5 dB on pole. Input Connection: Female 3-1/8 in EIA

Notes:

 Our gain figures are derived from the computed directivity and include the losses in the antenna feed system.

Gain is provided for one polarization and is equal in circularly polarized antennas for both horizontal and vertical components. Gain will be reduced if null fill, beam tilt, special H/V ratio, or special wavelength spacing is provided. Gain will increase in a directional array by the directivity of the azimuth pattern.

Document No. ds-6810-fw (170322)

A Division of Howell Laboratories, Inc., P. O. Box 389, Bridgton, Maine 04009 USA (207) 647-3327 1-888-SHIVELY Fax: (207)647-8273 *An Employee-Owned Company* www.shively.com sales@shively.com Certified to ISO-9001



Model 6810 size and weight:

			Vertical To	wer Space					We	ight		
No. of Bays		Radiation rture		ength uired		uer Space mended	Without	radomes	With rc	ndomes	1/2" (1	Jomes & I.2 cm) al ice
	ft	m	ft	m	ft	m	lb	N	lb	N	lb	N
1	2	0.6	9	2.7	20	6.1	130	578	162	720	256	1138
2	10	3.0	19	5.8	30	9.1	200	889	264	1174	443	1970
3	20	6.1	29	8.8	40	12.2	270	1200	366	1627	630	2801
4	30	9.1	39	11.9	50	15.2	340	1512	468	2081	817	3632
5	40	12.2	49	14.9	60	18.3	410	1823	570	2534	1004	4464
6	50	15.2	59	18.0	70	21.3	480	2134	672	2988	1191	5295
7	60	18.3	69	21.0	80	24.4	550	2445	774	3441	1379	6131
8	70	21.3	73	22.2	90	27.4	636	2828	892	3966	1582	7033
10	90	27.4	93	28.3	110	33.5	776	3450	1096	4873	1956	8696
12	110	33.5	113	34.4	130	39.6	916	4072	1300	5780	2330	10359
14	130	39.6	133	40.5	150	45.7	1056	4695	1504	6687	2704	12022
16	150	45.7	153	46.6	170	51.8	1789	7954	1708	7594	3078	13684

Windload, TIA-222 Rev. G:

No. of		Without	radomes			With ro	ndomes		With rac	Jomes & 1/2	2" (1.2 cm) r	adial ice
Bays	EP	°A _N	EF	PA _τ	EP	PA _N	EP	PA _T	EP	PA _N	EF	PA _T
	ft²	m²	ft²	m²	ft²	m²	ft²	m²	ft²	m²	ft²	m²
1	5.2	0.5	5	0.5	7.2	0.7	6.6	0.6	8.3	0.8	7.5	0.7
2	9.5	0.9	9.7	0.9	13.5	1.3	13	1.2	16.5	1.5	13.0	1.2
3	13.9	1.3	14.5	1.3	19.9	1.8	19.3	1.8	24.6	2.3	23.6	2.2
4	18.2	1.7	19.2	1.8	26.2	2.4	25.7	2.4	32.8	3.0	31.7	2.9
5	22.6	2.1	23.9	2.2	32.6	3.0	32	3.0	41.0	3.8	39.7	3.7
6	26.9	2.5	28.6	2.7	38.9	3.6	38.4	3.6	49.2	4.6	47.8	4.4
7	31.3	2.9	33.4	3.1	45.3	4.2	44.7	4.2	57.4	5.3	55.9	5.2
8	35.6	3.3	38.1	3.5	51.6	4.8	51.1	4.7	65.6	6.1	63.9	5.9
10	44.3	4.1	47.5	4.4	64.3	6.0	63.8	5.9	81.9	7.6	80.1	7.4
12	53	4.9	57	5.3	77.0	7.2	76.5	7.1	98.3	9.1	96.2	8.9
14	61.7	5.7	66.4	6.2	89.7	8.3	89.2	8.3	114.7	10.7	112.3	10.4
16	70.4	6.5	75.9	7.1	102.4	9.5	101.9	9.5	131	12.2	128.4	11.9

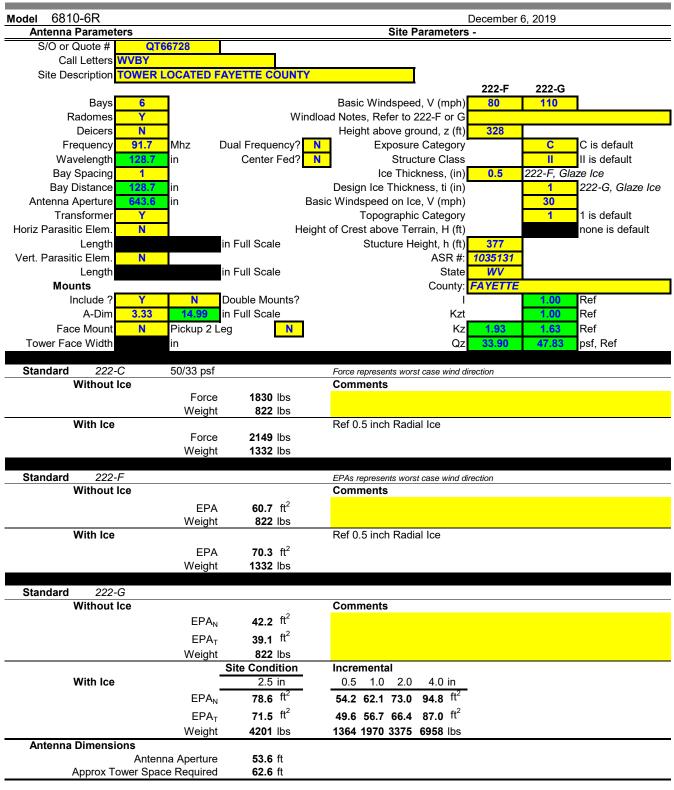
Notes:

- 2. The mounting structure must not flex more than $\pm 1/2$ in (± 1.2 cm) in any 10-ft (3-meter) section. 5 feet (1.5 m) of mounting structure is required above and below the antenna bays for proper pattern formation.
- 3. Antenna radiation aperture is the distance from the center of the top bay to the center of the bottom bay. Physical space used is from the top of the top bay to the input flange at the bottom of the array, or the bottom of the bottom bay in a center-fed array. Total tower space recommended allows ten feet (3 m) of clear tower space above and below the antenna to protect from pattern interference by other antennas. At frequencies lower than 98 MHz, each of these dimensions will increase by up to 1 ft (0.3 m) per bay.
- 4. Seven bays or less are normally end-fed. All antennas supplied with beam tilt will be center-fed. Antennas with an odd number of bays are normally not available with center feed.
- 5. Windload and weight tabulations are estimates and assume 98 MHz. They include the bay, interbay feedline, input connection, and a fine-matching transformer. No values have been included in these tabulations for mounts. Actual values vary with the specific installation. Contact us with details of your installation if more precise values are needed.
- 6. Antenna areas and weights calculated in accordance with TIA-222-G. EPA_{N} - Effective projected area associated with the windward face normal to the azimuth of the antenna: $EPA_{N} = \sum (C_{\alpha}A_{\beta})_{N}$ EPA_{T} - Effective projected area associated with the windward face at the side of the antenna: $EPA_{T} = \sum (C_{\alpha}A_{\beta})_{T}$ Assumptions: Structure Class II; Exposure Category C; Topographic Category 1; Maximum basic windspeed 112 mph; with 1/2 inch design ice, 50 mph; Height about ground 200 ft.
- 7. Deicers add approximately 1 lb (4.4 N) per bay in weight and a windload of $\text{EPA}_{N} = 0.7 \text{ ft}^2$ and $\text{EPA}_{T} = 0.7 \text{ ft}^2$ per bay.
- 8. Ask for technical assistance at Shively if you are planning to mount antennas on AM towers or install them at altitudes over 3,000 ft (915 m) above mean sea level.

Shively Labs®

P. O. Box 389 Harrison Rd., Bridgton, Maine 04009 USA (207) 647-3327 888-SHIVELY Fax: (207) 647-8273 E-mail: sales@shively.com

Antenna Windload Calculator



1. Site Specifications values used to calculate EPA values. Values may change with different Site Specifications.

2. Shively Labs does not guarantee accuracy in specifying customer's Site Specifications. Values should be used for comparison purposes only.

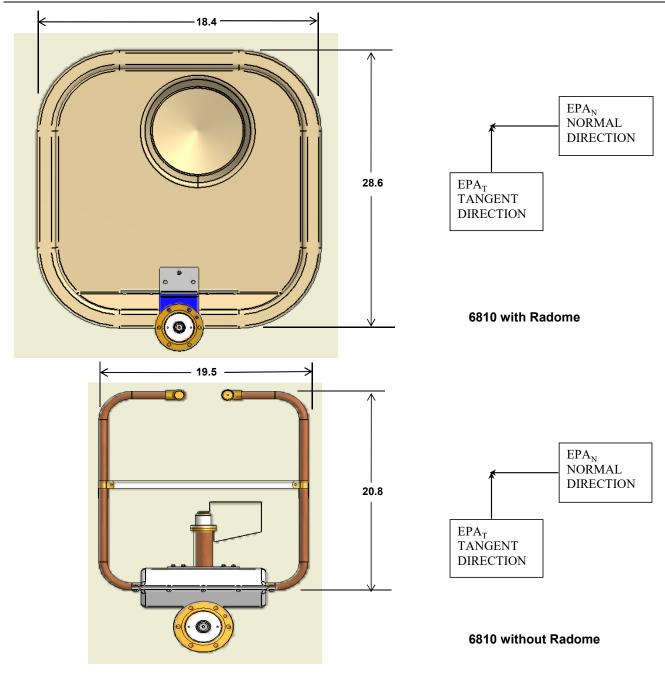






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Wind load Orientations



1. Orientations illustrate wind directions to calculate EPA_N & EPA_T per TIA-222-G.

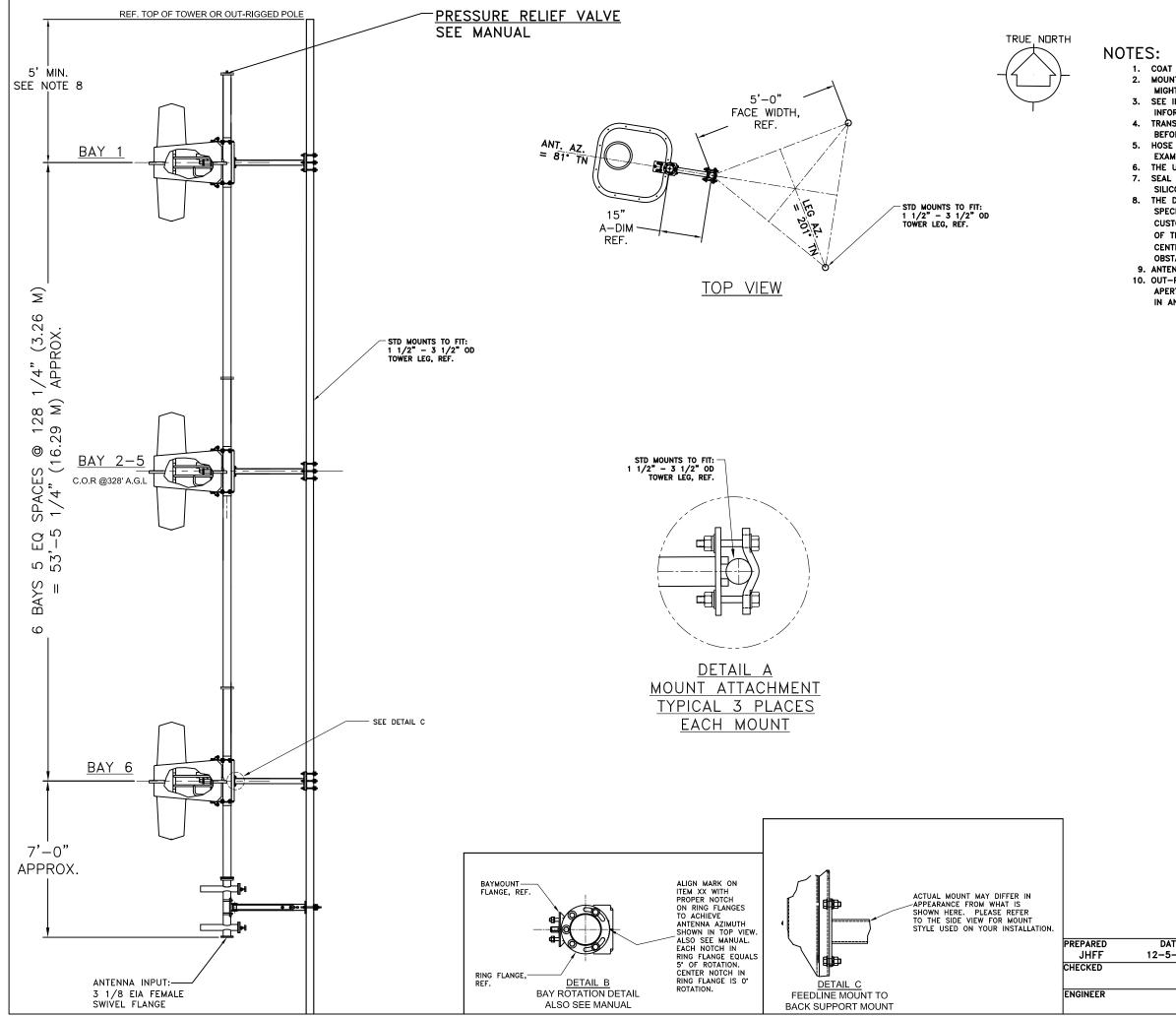
2. Actual orientation of load with respect to tower will depend upon mounting configuration.







Mount Strength Calcuator			No Ice	With Ice			
				2.52	Reference fr	rom Input Sheet	
				2.53	in	, Radial Ice Use	
	S/O Number	QT66728					
	Antenna Model	6810					
	Radome	Yes	enter Yes or	No			
	Number Mounts	6					
	Area of entire antenna		42.20	78.60	ft ²	enter from spe	ec sht
	Weight of entire antenna		822.00	4201.00	lb	enter from spe	ec sht
	A Dim	15.00	actual size				
	Moment Arm	27.70	A + table valu	le			
	Main Support Size	2x2x.25	Chose std siz	ze			
	Weld Size	0.25				equal to wall ti	hk's
	Yield Point Matl (Fy)	30500		Material	Stainle	ess Steel	
	Ultimate Strength S.S (Fu)	81800					
Enter values in RED cells	E	2.90E+07	psi				
Do not change BLUE cells							
			Torque Re	esistance		Test	
222-G	Member Characteristics			Faras	Manaant	5100	in-lbs
				Force	Moment	7	
LRFD	P	_	Non-factored		9317	J	
h/t, λ	8		Okay?	FALSE		_	
Limiting Wall Slenderness, $~\lambda_{ extsf{p}}$	116		Factored	538	14908		
Limiting Wall Slenderness, $\lambda_{ m r}$	176		Okay?	FALSE			
Tensile Strength, Pn	46055	psi					
Flexural Strength weak Axis, Mn	29402	psi					
Flexural Strength strong Axis, Mn	29402	psi					
Shear Strength, Vn	18300	psi					
Torsional Strength, Tn	1	psi					
		D	- Dg	Di	Wo	Wi	
Load Condition 1	1) No ice	1.2		0	1.6	0	
		164		0	538	0	R R
Lood Condition 2		D	-99-	Di	Wo	Wi	
Load Condition 2	2) Ice	0.9 630		1 25	0 0	1 47	
		030		25	v	-11	
			No Ice			With Ice	
	P	Pu O	0.00	Р	u 0	0.00	
	Ň	-	0.74	M	-	0.74	
		/u 563	0.03	V		0.04	
		u 0	0.00	T		0.00	
1					-	•	ļ
	Design is	GOOD	0.74		GOOD	0.74	
				•			



 COAT ALL O-RINGS WITH A LIGHT FILM OF LUBRICATION PRIOR TO INSTALLATION.
 MOUNT ANTENNA SO AS TO CLEAR ALL DIAGONALS, HORIZONTALS, & GUY WIRES THAT MIGHT INTERFERE.

3. SEE INSTALLATION INSTRUCTIONS FOR TRANSFORMER ADJUSTMENT AND ADDITIONAL INFORMATION.

4. TRANSMISSION LINE AND ANTENNA MUST BE PURGED AND PRESSURIZED WITH DRY GAS BEFORE APPLYING POWER.

HOSE CLAMPS HAVE FACTORY STAMPED NUMBER AS PER PARTS LIST BELOW. EXAMPLE: B6114-250

 THE USE OF ANTI-SEIZE ON ALL U-BOLT THREADS WILL HELP PREVENT GALLING.
 SEAL THE JOINT WHERE THE RADOME ENCIRCLES THE BAYMOUNT FLANGE WITH RTV SILICONE SEALANT.

THE DISTANCE FROM THE CENTERLINE OF BAY 1 TO THE TOP OF THE TOWER IS AS SPECIFIED IN THE SIDE VIEW, IT CAN BE MORE HOWEVER, IT REMAINS THE CUSTOMER'S RESPONSIBILITY TO DETERMINE THE ACTUAL ELEVATION LOCATION

OF THE ANTENNA ON THE TOWER/POLE TO MEET THE FCC CONSTRUCTION PERMIT CENTERLINE OF RADIATION REQUIREMENTS AND TO CLEAR TOWER/POLE MEMBER OBSTACLES.

9. ANTENNA HEADING PER CUSTOMER.

10. OUT-RIGGED POLE MUST BE THE SAME OUTSIDE DIAMETER THROUGHOUT THE ANTENNA APERTURE IN ORDER FOR THE MOUNT ASSEMBLIES TO FIT. IF THE LEG SIZE CHANGES IN ANTENNA APERTURE CONTACT THE FACTORY FOR CUSTOM MOUNTS.

	FREQ. N	MHz: 91.7		S a division of he				J MA	INF
	STATION C.O.L.:	I: WVBY BECKLY, WV			6810 /		-	1, M A	
\ТЕ 5—19	S/N:	SAMPLE		INSTAL	LATION	DR/	AWING	3	
	S.O.:	N/A	_	CODE IDENT NO	dwg. no. QT6	67	າຊ		REV
	C.O.:	N/A	D		QID	07	Z O Sheet	1 0	— F 1



PATTERN STUDY DON'T GAMBLE WITH YOUR COVERAGE



Shively Labs[®]

AN EMPLOYEE OWNED COMPANY

Www.shively.com 1-888-SHIVELY 888-744-8359

March 30, 2011



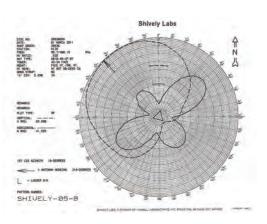
Pattern work:

At Shively Labs we have been doing both directional and omnidirectional pattern studies since 1963. We supply pattern work for our antennas that are distributed world wide. The pattern lab has a fully outfitted test facility, with thousands of patterns in our data base and over 200 model towers for testing. We are confident that our pattern work will be accurate, field verifiable and fully compliant with all regulations.



Get the best signal coverage:

Pattern work is important. Just mounting your antenna to the tower can cause serious problems. Due to following factors; the size of the tower, its bracing structure, coax, conduit, ladders, and any other metallic object in the aperture, distortion can occur. You may get nulls in the direction where you require coverage and lobes develop where coverage is not required. By performing pattern work, you can position the antenna on the tower to lessen problems or take advantage of the tower and surrounding objects.



Running the Pattern:

After building a detailed model of the tower, we use mapping software to determine the actual location of the tower. Using the actual leg azimuth and customer requested area to cover, we develop the type of mounts to use. Once we begin to run patterns the position of the antenna and distance from the tower are varied to achieve the best relationship and pattern. By rotating the bays or changing the mount style allows us to meet the best coverage possible.

Reviewing the patterns:

After completing a series of patterns, the range technician and the sales department review the patterns to ensure they have met the customer requirements. Shively uses Com-Study software along with the composite of the pattern to create estimated coverage map. All the patterns and coverage map are submitted to the customer for their approval. Once approved the details are sent to design group to finalize the mount design. If the customer desires more patterns we are happy to run more.

It all starts here:

Whether it's directional or omnidirectional, the customer is sent a pattern study work sheet to fill out. It is important to fill the worksheet out accurately, as all items will affect the pattern produced and final coverage. Once the information is received, an exact model is built to use in the pattern study. We use a scale model of 4.5 to 1. This allows for both accuracy, speed and economy. We are able to run many patterns in a day. Whereas full size setups, may take several days to maneuver.

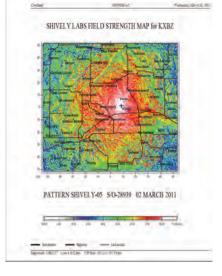


Finalizing the mount design:

Towers vary in size and structure. So depending on the tower face width, leg size, average wind-speed, ice, and location, the mount used in the pattern study will be designed, manufactured for strength and durability. Design may also add anti-rotation or double mounts as required for manufacture.









		algton, Maine	DS 04009 USA		Bridgton, M Toll Free Phone	88 Harrison Road 1aine 04009 USA 1: (888) SHIVELY 1: (207) 647-3327 1: (207) 647-8273
An Emp	bloyee-Owned Company since 1995 -			sales@shively.com		www.shively.com
Quo	ote Number: 66728	C	uotation a	ind Acceptance	Page:	1 of 4
Qı	Jote To: West Virginia Educatio	nal Broad	casting Author	ity Date:	12/5/2019	
	For Customer:					
					1/31/2020	
	West Virginia Education 600 Capitol Street	nal Broado	asting Authori	ty Reference:		
	Charleston WV 25301-	1223		Terms:	Net 45 Days	
				FOB:		
	Phone: (304)284-1450 <i>For BID CRFQ 0439 EBA</i>		04)556-4980 		Dale Ladner dladner@shively.com	
	WVBY 91.7 Beckley Wes	t Virginia			Base	Currency.
Line	Part Description	Rev	Drawing	Expected Qty	Unit Price	Ext. Price
1	6810-6R-EF-DA-91.70	А		1.00EA	40,650.00	40,650.00
	6810-6R-EF 6 bay	High Powe	er FM Antenna	1	30 % Discount	-12,195.00
	Frequency: WVB) Call letters: 91.7 City of license: Bea Bay spacing: Full v Input: 3 1/8 EIA System Power Hand Polarization: Circu Gain: 3.28 (5.16	ckley WV vavelengtł dling: 40 lar		<i> </i>		
				Lead Time 4-5 Wee	eks	
	Weight: 633 lbs (2823 l	V)				

Attachment 3

 Windload:
 Rev " C " - 1568 lbs (6993 N)
 Rev " F " - 45.0 ft2 (4.2 m2)

 VSWR:
 Single frequency:
 1.06:1 ± 100 KHz,
 1.1:1 ± 200 KHz

 Dual frequency (up to 2.4 mHz):
 1.08 : 1 or better, ± 100 KHz,
 1.12 : 1 ± 200 kHz

 Ice Protection:
 Radomes

Total recommended tower space: 70 ft (23.0 m) (includes 10 ft clear space above and below antenna). 5 feet of mounting structure is required above and below antenna bays for proper pattern formation.

System includes: antenna bay(s), adjustable matching transformer, interbay feedline and standard mounts.

Standard mounts are designed to attach to 1 1/4" to 3 1/2" OD tower leg or pole OR face mount up to 24 inch face tower with \sim 15 inch stand off.

Custom mounts are any mounts NON standard and utilized for Pattern studies and Directional antenna applications for an added fee, based on size and design of mounts.. Options available for 6810: Special wave spacing, H/V ratios, Null fill and /or Beam tilt, Deicers, Diplexing

Export Harmonized S	ystem Information	Country of (Drigin: United States of America
HTS Code: 8529.10	Unit of Qty: NQR	Schedule B Code: 8529.10.9000	License Number: NLR

<section-header> Outer Number: 66728 Quadation and Acceptance Pegee 3 1500-07 1.00A 1,150.00 C 100 Carterin Study for antenna system: 3.0 Discount 3.0 Discount GC Pattern Study for antenna system: 3.0 Discount 3.0 Discount 3.0 Discount GC Pattern Study for antenna system: 3.0 Discount 3.0 Discount 3.0 Discount GC Pattern Study for antenna system: Discount Study for antenna system: 3.0 Discount 3.0 Discount GC Pattern Study for antenna system: Discount Study for antenna system: 3.0 Discount 3.0 Discount GO Pattern Study for antenna system: Discount Study for antenna system: 3.0 Discount 3.0 Discount GO Pattern Study for antenna system: Discount Study for antenna system for antenna, as well as any system for antenna, as well as any system for additions for the antenna on the test range. Discount Study for antenna system for additions for the antenna on the test range. Pattern Study For Stu</section-header>	Fax: (207) 647 sales@shively.com www.shively	n, Maine 04009 USA sales@shively.	ee-Owned Company since 1995 -	vision of Howe Employee-Ow
FCC Pattern Study for antenna system: 33 % Discount FCR 48 TO 120 INCH FACE, TRIANGULAR, UNTAPERED TOWERS System AND meeting the FCC envelope. Testing based on interaction between the tower structure and antenna properties. The best patterns derived from the testing will be offered to the customer for comment and approval. Shively chooses to use scale modeling to offer the most options in recreating the relationship between the antenna, and tower. It is much easier to try different mounting positions for the antenna, as well as any intentional parasitic radiators. By modeling the antenna, as well as any intentional parasitic radiators. By modeling the antenna, study and outdoor but the antenna in a way that avoids such problems. Shively an outdoor but the antenna in a way that avoids such problems. Shively an outdoor but the antenna in a way that avoids such problems. Shively an outdoor but parasitic radiators. By modeling the antenna on the test range, it is possible to determine what unwanted interactions might exist and mount the antenna in a way that avoids such problems. Shively an outdoor but parasitic radiators. By modeling the antenna, as well as any internet in a may that avoids such problems. Shively an outdoor but parasitic radiators of the antenna. INCLUDES CUSTOM MOUNTS (see notes below for additional notes) ND pARASITICS AS REQUIRED, PROOF OF PERFORMANCE FOR but parts and but prove the performance of the antenna. **NOTES** 1. Sustom mounts in a face mount or 2 leg pick up design over 48" will be additional costs incurred. . She mounts due a tower leg of 2" or less , anti rotation arms will be additional costs incurred. . Bu mounted on a tower leg of 2"	d Acceptance Page: 2 d	Quotation and Accepta	Number: 66728	luote Nu
 FOR 48 TO 120 INCH FACE, TRIANGULAR, UNTAPERED TOWERS Used to determine the location on the tower for mounting the antenna system AND meeting the FCC envelope. Testing based on interaction between the tower structure and antenna properties. The best patterns derived from the testing will be offered to the customer for comment and approval. Shively chooses to use scale modeling to offer the most options in recreating the relationship between the antenna and tower. It is much easier to try different mounting positions for the antenna, as well as any intentional parasitic radiators. By modeling the antenna, as well as any intentional parasitic radiators. By modeling the antenna, as well as any mount the antenna in a way that avoids such problems. Shively an outdoor pattern test range to test the performance of the antennas. INCLUDES CUSTOM MOUNTS (see notes below for additional notes) AND PARASITICS AS REQUIRED, PROOF OF PERFORMANCE FOR FILNG AND PREDICTED COVERAGE MAP **NOTES** Custom mounts in a face mount or 2 leg pick up design over 48" will so to be for the additional costs incurred. If antennas require double mounts per engineering, order price will need to be adjusted for the additional costs incurred. If leg mounted on a tower leg of 2" or less , anti rotation arms will be incessary at an additional price st225 per using a further of the additional motes in a face mount specement. 	1,000.00			2 815
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AND PARASITICS AS REQUIRED, PROOF OF PERFORMANCE FOR FILING AND PREDICTED COVERAGE MAP **NOTES** 1. Custom mounts in a face mount or 2 leg pick up design over 48" will have \$100 per foot per mount added to project price. 2. If antennas require double mounts per engineering, order price will need to be adjusted for the additional costs incurred. 3. If leg mounted on a tower leg of 2" or less , anti rotation arms will be necessary at an additional price of \$225 per mount. <i>Lead Time</i> 0 Weeks	a and tower. It is much antenna, as well as any antenna on the test range, actions might exist and roblems. Shively an outdoor	ship between the antenna and tower, nounting positions for the antenna, as diators. By modeling the antenna on ine what unwanted interactions migh a way that avoids such problems. Sh	recreating the relations easier to try different m intentional parasitic rac it is possible to determ mount the antenna in a	
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3 FLEXLINE 1.00EA 21,050.00			,	
RFS Flexline Includes Transmission line, hangars, attachment to tower, grounding kits,	2.,000.00 -,000		RFS Flexline	3 FLE
hoisting grips, Gas Pass (first off spool) and Gas Block connectors as required, hardware and single entry panel and APD20-d dehydrator Cable size: 3 inch Length: 450 feet Top Connector: 3 1/8 EIA gas pass first off spool Bottom connector: 3 1/8 gas stop (shipped loose) Tower attachment: standard hangers 2-3 inch round member adapters <i>Lead Time</i> 0 Weeks	as Block connectors as APD20-d dehydrator ool se) round member adapters	ss (first off spool) and Gas Block con d single entry panel and APD20-d do EIA gas pass first off spool /8 gas stop (shipped loose) andard hangers 2-3 inch round memb	hoisting grips, Gas Pas required, hardware and Cable size: 3 inch Length: 450 feet Top Connector: 3 1/8 I Bottom connector: 3 1/	

Quote Total	58,860.00
Quote Miscellaneous Charges	1,650.00
Line Miscellaneous Charges	0.00
Total Taxes	0.00
Lines Total	57,210.00

PO Box 389, 188 Harrison Road Bridgton, Maine 04009 USA

Export shipments are ExWorks (EXW): Bridgton Maine USA, including inland delivery to first carrier. Customer is responsible for notifying seller of all import requirements that are in effect or will be effective within 90 days before and after expected date of shipment.

Any items returned from this order with the prior agreement of Shively Labs, for reasons other than warranty replacement, shall be subject to a restocking fee of 15% for items under \$250 and 20% for all other items. Items which have been opened and used will be charged following inspection by Shively Labs.

Sales Conditions: Subject to Shively Labs standard Sales Conditions as attached.

Submitted By:

Dale Ladner

Regional Sale Manager

Accepted By:

Authorized Representative

Date:



PO Box 389, 188 Harrison Road Bridgton, Maine 04009 USA Toll Free: (888) SHIVELY Phone: (207) 647-3327 Fax: (207) 647-8273 www.shively.com

sales@shively.com

Quote Number: 66728

Quotation and Acceptance

Page: 4 of 4

SALES CONDITIONS

DELIVERY AND EXCUSABLE DELAYS Seller will make all reasonable efforts to conform with delivery estimates but neither party shall be held in default for failure to perform or delay in performance rising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, labor disputes, freight embargoes, delays in routing, fuel or energy shortages, inability to secure necessary parts and materials, and unusually severe weather. Seller will notify Buyer in writing within a reasonable time after the beginning of any delay. In the event of any delay, the date or dates for performance by Seller of this contract shall be deemed extended for a period equal to the time of delay. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES FOR FAILURE TO PERFORM OR FOR DELAY IN PERFORMANCE HOWEVER CAUSED.
 CHANGES IN DESIGN OR CONSTRUCTION. Seller reserves the right in its sole discretion to make any changes it deems desirable in the design or construction of the equipment described in this quotation, without incurring any obligation to furnish Buyer with such changes in similar items previously delivered, provided that any equipment so changed meets the performance specifications.

3. WARRANTY AND LIABILITY. Seller warrants the equipment manufactured by it to be free from defects in material and workmanship at date of shipment from Seller's factory and for a period of one year thereafter, under proper and normal use and service. As to all apparatus and accessories not manufactured by Seller which are part of the equipment furnished by Seller, Seller's only obligation shall be to obtain for Buyer such warranties or guaranties as are available from the vendors thereof. Such warranties or guaranties shall extend over the longest period of time obtainable in this instance by Seller, without payment by Seller of additional consideration therefor. Seller further warrants that the equipment will perform in accordance with the performance characteristics, if any, of such specifications as may be made a part hereof. If the specifications provide for a performance test or tests, the ability of the equipment to meet this performance warranty shall be determined by the result of such test or tests. Upon the successful completion of such test or tests, all liability of Seller under this performance warranty shall terminate. If such performance test or tests are specified but, without fault of the Seller, are not completed within 60 days after date of shipment, the equipment shall be conclusively deemed to have satisfied this performance warranty and all liability of Seller therefor shall terminate. If no performance test or tests are specified, the ability of the equipment to meet this performance warranty shall be determined by the operation of the equipment under normal operating conditions within three months from date of startup of the equipment, but not more than one year from date of shipment. If, during the applicable warranty period, the equipment or any part thereof is found to have been defective when shipped, it will be repaired at Seller's factory or replaced without charge, f.o.b. factory, provided that Buyer gives Seller immediate written notice upon discovery of such defect, whereupon Seller shall have the option of requiring the return of the defective part or parts, freight prepaid, to establish the claim. As to apparatus and accessories of other vendors, resort shall be had against such vendors only, and Seller shall use reasonable efforts to require its vendors to fulfill the obligations of their warranties or guaranties on such apparatus and accessories furnished hereunder. The replacement or repair of defective parts, as aforesaid, shall be Buyer's only remedy for breach of the warranties of Seller, except that, in case of failure of the equipment to fulfill Seller's warranty of performance, Seller shall have the option of removing and reclaiming the equipment at its own expense and of repaying to Buyer all sums received on account of the purchase price, in which event all liability of Seller shall terminate. No allowance will be made for repairs or alterations made without the written consent of Seller, in which event all Seller's warranties shall be void and of no effect. Buyer agrees to assume responsibility and pay for such defects which are attributable to it and for damages which may occur to the equipment after delivery to it.

ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING THIS WARRANTY EXCEPT AS TO TITLE IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. TAXES. The price for the equipment does not include any excise, sales, privilege, or use tax or taxes which are payable by Seller because of the execution of any agreement resulting herefrom, or the sale or delivery of this equipment, and Buyer shall reimburse Seller for any such tax or taxes where applicable.
5. PATENTS Seller agrees that it will, at its own expense, defend and hold Buyer free and harmless in any suit or proceeding insofar as the same is based on a claim that the equipment furnished hereunder constitutes an infringement of any existing U.S. patent provided Buyer gives Seller prompt notice of such suit of proceeding, permits Seller through its counsel to defend the same, and gives Seller all necessary information, assistance and authority to enable Seller so to do. In case said equipment is in such suit held to constitute infringement and the use of said equipment is enjoined, Seller shall, at its own expense and at its option, either procure from Buyer the right to continue using said equipment; or replace the same with non-infringing equipment or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price. The foregoing states the entire liability of Seller for patent infringement by the equipment furnished hereunder and is not to be construed in any way as rendering Seller liable for special, indirect or consequential damages. The provisions of this paragraph shall not apply to any equipment specified by Buyer or manufactured to Buyer's design. As to such equipment, Seller assumes no liability whatsoever for patent infringement.

6. DRAWINGS. Ownership of drawings, bills of material, flow diagrams, plot plans, details, specifications and other data prepared by Seller shall remain with Seller, except in the case of drawings, manuals, etc., if any, required to be supplied to Buyer hereunder. Drawings, manuals, etc., so required to be supplied to Buyer shall be the property of Buyer, but Buyer agrees to use them solely for the purpose of facilitating or completing construction maintenance, operation, modification, and repair of the equipment, and agrees not to disclose the same to others for other purposes without the consent of the Seller.

7. ACCEPTANCE This quotation embodies the entire agreement between the parties hereto and supersedes all prior representations, samples, technical advice and agreements between the parties in connection with the sale of the articles described herein. Unless accepted in writing by an executive officer of Seller, any terms or conditions in Buyer's acceptance of the quotation, whether in the form of a purchase order, acknowledgment, confirmation or otherwise, which purport to add to, modify, supersede or otherwise alter the terms and conditions contained in this quotation, shall not be binding on Seller nor have the effect, in construing any agreement resulting from Buyer's acceptance of this quotation, of canceling or otherwise leaving open any terms or conditions herein proposed. The commencement by Seller of any work relating to supply of the equipment described in this quotation shall not be construed as Seller's acceptance of any additions to, modifications, or alterations of, the terms and conditions set forth herein.

8. INTERPRETATION Any agreement between Seller and Buyer resulting from acceptance of this quotation shall be governed by and construed according to the laws of the State of Maine.

SHIVELY LABS div. of HOWELL LABORATORIES, INC.BRIDGTON, ME 04009 (207) 647-3327

Shively Labs®

Sales Conditions

1. Delivery and Excusable Delays.

Seller will make all reasonable efforts to conform with delivery estimates but neither party shall be held in default for failure to perform or delay in performance rising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, lockouts, labor disputes, freight embargoes, delays in routing, fuel or energy shortages, inability to secure necessary parts and materials, and unusually severe weather. Unless otherwise specified, payment is due upon shipment by Seller. If shipment is delayed beyond the original agreed shipment date due to Buyer's failure to provide information necessary to complete or to ship the order, or if Buyer requests that completion or shipment of the order be delayed beyond the original agreed shipment date for so much of the order as has then been completed and Buyer agrees to make timely payment of such invoice. Seller will notify Buyer in writing within a reasonable time after the beginning of any delay. In the event of any delay, the date or dates for performance by Seller of this contract shall be deemed extended for a period equal to the time of delay.

IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES FOR FAILURE TO PERFORM OR FOR DELAY IN PERFORMANCE HOWEVER CAUSED.

2. Changes in Design or Construction.

Seller reserves the right in its sole discretion to make any changes it deems desirable in the design or construction of the equipment described in this quotation, without incurring any obligation to furnish Buyer with such changes in similar items previously delivered, provided that any equipment so changed meets the performance specifications.

3. Warranty and Liability.

Seller warrants the equipment manufactured by it to be free from defects in material and workmanship at date of shipment from Seller's factory and for a period of one year thereafter, under proper and normal use and service. As to all apparatus and accessories not manufactured by Seller which are part of the equipment furnished by Seller, Seller's only obligation shall be to obtain for Buyer such warranties or guaranties as are available from the vendors thereof. Such warranties or guaranties shall extend over the longest period of time obtainable in this instance by Seller, without payment by Seller of additional consideration therefor. Seller further warrants that the equipment will perform in accordance with the performance characteristics, if any, of such specifications as may be made a part hereof. If the specifications provide for a performance test or tests, the ability of the equipment to meet this performance, warranty shall be determined by the result of such test or tests. Upon the successful completion of such test or tests, all liability of Seller under this performance warranty shall terminate. If such performance test or tests are specified but, without fault of the Seller, are not completed within 60 days after date of shipment, the equipment shall be conclusively deemed to have satisfied this performance warranty and all liability of Seller therefor shall terminate. If no performance test or tests are specified, the ability of the equipment to meet this performance warranty shall be determined by the operation of the equipment under normal operating conditions within three months from date of startup of the equipment, but not more than one year from date of shipment. If, during the applicable warranty period, the equipment or any part thereof is found to have been defective when shipped, it will be repaired at Seller's factory or replaced without charge, f.o.b. factory, provided that Buyer gives Seller immediate written notice upon discovery of such defect, whereupon Seller shall have the option of requiring the return of the defective part or parts, freight prepaid, to establish the claim. As to apparatus and accessories of other vendors, resort shall be had against such vendors only, and Seller shall use reasonable efforts to require its vendors to fulfill the obligations of their warranties or guaranties on such apparatus and accessories furnished hereunder. The replacement or repair of defective parts, as aforesaid, shall be Buyer's only remedy for breach of the warranties of Seller, except that, in case of failure of the equipment to fulfill Seller's warranty of performance, Seller shall have the option of removing and reclaiming the equipment at its own expense and of repaying to Buyer all sums received on account of the purchase price, in which event all liability of Seller shall terminate. No allowance will be made for repairs or alterations made without the written consent of Seller, in which event all Seller's warranties shall be void and of no effect. Seller's warranties shall not extend to equipment which has not been connected, installed, used or maintained in accordance with written instructions from Seller. Buyer agrees to assume responsibility and pay for such defects which are attributable to it and for damages which may occur to the equipment after delivery to it.

ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING THIS WARRANTY EXCEPT AS TO TITLE IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

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4. Taxes.

The price for the equipment does not include any excise, sales, privilege, or use tax or taxes which are payable by Seller because of the execution of any agreement resulting herefrom, or the sale or delivery of this equipment, and Buyer shall reimburse Seller for any such tax or taxes where applicable.

5. Patents.

Seller agrees that it will, at its own expense, defend and hold Buyer free and harmless in any suit or proceeding insofar as the same is based on a claim that the equipment furnished hereunder constitutes an infringement of any existing U.S. patent provided Buyer gives Seller prompt notice of such suit of proceeding, permits Seller through its counsel to defend the same, and gives Seller all necessary information, assistance and authority to enable Seller so to do. In case said equipment is in such suit held to constitute infringement and the use of said equipment is enjoined, Seller shall, at its own expense and at its option, either procure from Buyer the right to continue using said equipment; or replace the same with non infringing equipment or modify it so it becomes non infringing; or remove said equipment and refund the purchase price. The foregoing states the entire liability of Seller for patent infringement by the equipment furnished hereunder and is not to be construed in any way as rendering Seller liable for special, indirect or consequential damages. The provisions of this paragraph shall not apply to any equipment specified by Buyer or manufactured to Buyer's design. As to such equipment, Seller assumes no liability whatsoever for patent infringement.

6. Drawings.

Ownership of drawings, bills of material, flow diagrams, plot plans, details, specifications and other data prepared by Seller shall remain with Seller, except in the case of drawings, manuals, etc., if any, required to be supplied to Buyer hereunder. Drawings, manuals, etc., so required to be supplied to Buyer shall be the properly of Buyer, but Buyer agrees to use them solely for the purpose of facilitating or completing construction maintenance, operation, modification, and repair of the equipment, and agrees not to disclose the same to others for other purposes without the consent of the Seller.

7. Acceptance.

This quotation embodies the entire agreement between the parties hereto and supersedes all prior representations, samples, technical advice and agreements between the parties in connection with the sale of the articles described herein. Unless accepted in writing by an executive officer of Seller, any terms or conditions in Buyer's acceptance of the quotation, whether in the form of a purchase order, acknowledgment, confirmation or otherwise, which purport to add to, modify, supersede or otherwise alter the terms and conditions contained in this quotation, shall not be binding on Seller nor have the effect, in construing any agreement resulting from Buyer's acceptance of this quotation, of canceling or otherwise leaving open any terms or conditions herein proposed. The commencement by Seller of any work relating to supply of the equipment described in this quotation shall not be construed as Seller's acceptance of any additions to, modifications, or alterations of, the terms and conditions set forth herein

8. Interpretation.

Any agreement between Seller and Buyer resulting from acceptance of this quotation shall be governed by and construed according to the laws of the State of Maine.

ACORD	

Attachment 5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

	_				_ ` `							12	/6/2019	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED														
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											10			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).														
PRODUCER CONTACT Judy Cardimino														
Cro	ss	Insurance						PHONE	PHONE (207) 404 5205 FAX or or or or					
491	. Ma	in Street						E-MAIL	(A/C, No, Ext): (207)404-5505 (A/C, No): 207-942-4678 E-MAL ADDRESS: jcardimino@crossagency.com					
Р.(). в	ox 1388						INSURER(S) AFFORDING COVERAGE					NAIC #	
Bangor ME 04401						INSURER A: Zurich Insurance								
INSU	RED							INSURER B: Zurich-American Ins Co					16535	
Howell Laboratories, Inc. Shively Labs							INSURER C: Manufacturers of Maine Group Trust					8334098		
РО	вох	389						INSURE	RD:Dirigo	Reinsuran				
Bri	.dgt	on	ME	040	009				INSURER F :					
СО	VER	AGES		CER	TIFIC	ATE	NUMBER:CL19530891							
							CE LISTED BELOW HAVE BEI							
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR		TYPE OF INS	URANCE		ADDL INSD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS		
	x	COMMERCIAL GENE		Y							EACH OCCURRENCE	\$	1,000,000	
А		CLAIMS-MADE	x occu	IR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	
							CPO 0123754-03		6/1/2019	6/1/2020	MED EXP (Any one person)	\$	10,000	
											PERSONAL & ADV INJURY	\$	1,000,000	
	GEN	LAGGREGATE LIMIT	APPLIES PER								GENERAL AGGREGATE	\$	2,000,000	
	х	POLICY PRO-	: 🗌 LO	С							PRODUCTS - COMP/OP AGG	\$	2,000,000	
		OTHER:										\$		
	AUT	OMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
А		ANY AUTO									BODILY INJURY (Per person)	\$		
'n		ALL OWNED AUTOS	SCHEDUL AUTOS	.ED			CPO 0123754-03		6/1/2019	6/1/2020	BODILY INJURY (Per accident)	\$		
	х	HIRED AUTOS	AUTOS NON-OWN AUTOS	NED							PROPERTY DAMAGE (Per accident)	\$		
												\$		
	х	UMBRELLA LIAB	OCCL	IR							EACH OCCURRENCE	\$	20,000,000	
А		EXCESS LIAB	CLAIN	IS-MADE							AGGREGATE	\$	20,000,000	
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C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WCMMGT2019409- ME		7/1/2019	7/1/2020	X PER OTH- STATUTE ER						
	D (Mandatory in NH)		N/A		WC0123756-04 -Out of Sta	cate			E.L. EACH ACCIDENT	\$	1,000,000			
D							6/1/2019	6/1/2020	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000			
	DESC	s, describe under CRIPTION OF OPERAT	IONS below				USL&H coverage - Include	d			E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
					•		1, Additional Remarks Schedule, m sements and special	-	•	ce is required)				
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									SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN					
	State of West Virginia Purchasing Division									Y PROVISIONS.				
2019 Washington St East														
P.O. Box 50130 AUTHORIZED REPRESE						NTATIVE								
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Shively Labs®

Radomes

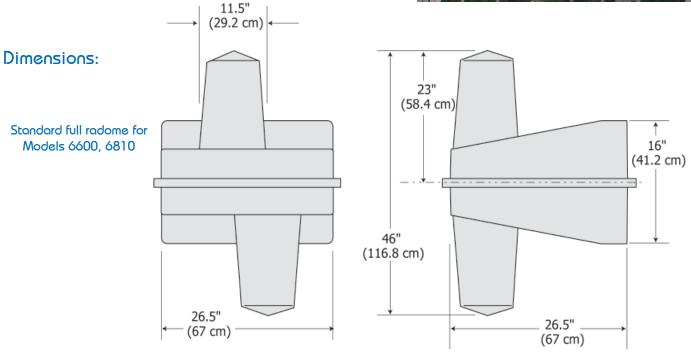
Features

- Manufactured of high-density polyethylene no fiberglass
- Unaffected by UV radiation
- Extremely low RF loss
- Mounts directly to feedline or tower
- Specially pigmented
- Only protection against rime ice
- No wiring or electrical costs
- Three sizes available

Two colors available.







Document No. ds-radomes (180409)

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