



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



Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 739235

Procurement Type: Central Purchase Order

Vendor ID: VS0000019029

Legal Name: Dielectric LLC

Alias/DBA:

Total Bid: \$275,132.15

Response Date: 07/15/2020

Response Time: 9:20

SO Doc Code: CRFQ

SO Dept: 0439

SO Doc ID: EBA2000000029

Published Date: 7/10/20

Close Date: 7/17/20

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM 1 : HIGH POWER VHF TV TRANSMIT ANTENNA

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HIGH POWER VHF TV TRANSMIT ANTENNA	1.00000	EA	\$275,132.150000	\$275,132.15

Comm Code	Manufacturer	Specification	Model #
43221703			

Extended Description :	HIGH POWER VHF TV TRANSMIT ANTENNA
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State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305

July 15, 2020

Attention: Dusty Smith
RE: RFQ# EBA2000000029 – HIGH POWER VHF TRANSMIT ANTENNA

Mrs. Smith,

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

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

We have included a list of any clarifications with our response. Unless specifically addressed, Dielectric takes no exception to the RFQ specifications. Dielectric proposes an antenna that matches the length and does not exceed the windload of the existing WSWP antenna. The antenna is proposed to mount onto the existing support pole, thereby saving West Virginia the cost of removing this support pole and maintaining the highest possible radiation centerline. Competing proposals should factor in the additional installation costs of the pole removal.

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".

Jay Martin

Vice President, Sales

Cc: Christine Zuba



**CLARIFICATIONS TO WEST VIRGINIA REQUEST FOR QUOTATION CRFQ# EBA2000000029
SPECIFICATIONS and ADDENDUM # 1**

Sections 1 and 2

Understood

3.1.1 Comply, except where clarified as follows:

3.1.1.1.3.4 Comply, The customer is responsible for providing all required tower details/drawings including leg diameters, face size, cross member sizes, location of any other transmission lines with the antenna aperture, and tower orientation.

3.1.1.2.3 A pattern study at 4.4:1 scale will be conducted and supplied showing FCC compliance with the required azimuth pattern limitations.

3.1.1.3. The proposed transmission line is 3" flexible 50 ohm. A bill of materials is shown within. Since a dehydrator was not specified, one is not included here, however can be supplied at additional cost.

Sections 4 and 5

Understood and Comply

Section 6

6.1. Understood and Comply.

Section 7

Understood

Addendum Questions 4 and 5.

Dielectric proposes an antenna that matches the length and does not exceed the windload of the existing WSWP antenna. It is proposed to mount onto the existing support pole, thereby saving West Virginia the cost of removing this support pole and maintaining the highest possible radiation centerline. Competing proposals should factor in the additional installation costs of the pole removal.



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

State of West Virginia
 Request for Quotation
 13 - Equipment

Proc Folder: 739235

Doc Description: ADDENDUM 1 : HIGH POWER VHF TV TRANSMIT ANTENNA

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-10	2020-07-17 13:30:00	CRFQ 0439 EBA2000000029	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Dielectric, LLC
 22 Tower Road
 Raymond, ME 04071

(207) 655-9555

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 46-2986979

DATE 2/14/2020

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

ADDITIONAL INFORMATION:

ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

1. AGENCY RESPONSES TO VENDORS QUESTIONS
2. BID OPENING IS CHANGED FROM JULY 14, 2020 TO JULY 17, 2020 TIME 1:30PM.

NO OTHER CHANGES

INVOICE TO		SHIP TO	
CHIEF FINANCIAL OFFICER EDUCATIONAL BROADCASTING 124 INDUSTRIAL PARK RD		SITE MANAGER EDUCATIONAL BROADCASTING WSWP-TV 124 INDUSTRIAL PARK RD	
BEAVER	WW25813	BEAVER	WW 25813
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HIGH POWER VHF TV TRANSMIT ANTENNA	1.00000	EA	#275,132.15	#275,132.15

Comm Code	Manufacturer	Specification	Model #
43221703	Dielectric LLC	C-70699-2	THV-GAS/VP-R 04

Extended Description :
HIGH POWER VHF TV TRANSMIT ANTENNA

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-07-06

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EBA200000029

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.

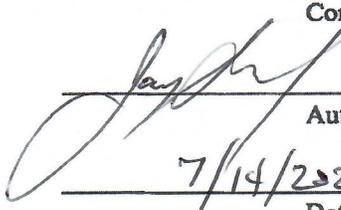
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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
7/14/2020
Date

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

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

Craig Gurney Manager Customer Service
(Name, Title)
Craig Gurney Manager Customer Service
(Printed Name and Title)
22 Tower Rd Raymond, ME 04071
(Address)
207-655-8141
(Phone Number) / (Fax Number)
cagurney@sbgtd.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)
[Signature] VP Sales
(Authorized Signature) (Representative Name, Title)
Jay S. Martin / VP Sales
(Printed Name and Title of Authorized Representative)
7/14/2020
(Date)
(207) 655-8139
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Dielectric LLC

Authorized Signature: [Signature] Date: 7/19/2020

State of Maine

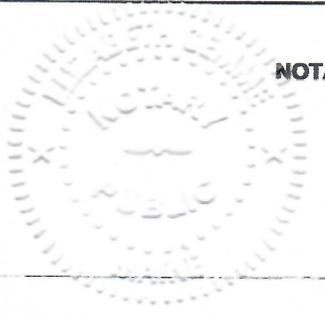
County of Cumberland to-wit:

Taken, subscribed, and sworn to before me this 14th day of July, 2020.

My Commission expires 7/19/2026, 2026.

ELIZABETH GEMME
Notary Public, Maine
My Commission Expires July 19, 2026

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]



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:
CHIEF FINANCIAL OFFICER	WSWP
WEST VIRGINIA PURCHASING DIVISION	Name and telephone number
124 INDUSTRIAL PARK RD	Street Address
BEAVER, WV 25813	City, State, Zip

Quote Number	200055CMZ-1
Facility ID	71680
Quote Date	7/15/2020
Sales Person	ZUBA
Currency	USD

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

FOR WSWP GRANDVIEW WV SHIPMENT 105-120 DAYS ARO. STANDARD PAYMENT TERMS ARE SHOWN, SUBJECT TO NEGOTIATION WITH WEST VIRGINIA PURCHASING.

Line	Item	Item Description	Qty	Unit	Net Price	Extended Price
1	11000000077	*****HIGH-VHF*****ONE STATION TOP MOUNT HORIZONTALLY POLARIZED OMNIDIRECTIONAL THV-6A8-R O4 ANTENNA FOR WSWP CH 8. INCLUDES FULL NON-PRESSURIZED RADOME OF COLOR IMPREGNATED MATERIAL. DESIGNED WITH ADDITIONAL LUGS FOR HELICOPTER PICK. TO MOUNT ON EXISTING SUPPORT POLE USING EXISTING WEDDING CAKE MOUNTING ADAPTER. USES EXISTING 3-1/8" FEED THROUGH LINE (THROUGH SUPPORT POLE).	1	EA	\$189,765.00	\$189,765.00
2	RVPOL	**** VPOL **** ADD FOR VPOL THV-6A8/VP-R O4 PER C-70699-2	1	EA	\$31,222.00	\$31,222.00
3	11000000077	*****OTHER***** ANTENNA INPUT ELBOW COMPLEX, CONSIST OF ELBOWS AND CUT PIECES TO CONNECT ANTENNA INPUT TO EXISTING 3-50 LINE ON EXISTING SUPPORT POLE.	1	EA	\$5,935.00	\$5,935.00
4	RTLSCR3-10	T/L 3-50 EIA LENGTH TO 10' , LENGTH TBD , FIXED FLG 1 END/ SWIVEL FLG 1 END. FOR TOP OF VERTICAL RUN ALONG SUPPORT POLE.	1	EA	\$588.00	\$588.00
5		*****RIGID TRANSMISSION LINE - COPPER**** 3-1/8" 50 OHM 460' (390'V - 70'H) INCLUDES ITEMS 6 - 22	1		\$35,822.15	\$35,822.15
6	R58724	T/L 3-50 20,0' MF EX CONN	22	EA		
7	R13062	ELBOW 3-50 ASSY UNEQ. REINF	3	EA		
8	R0012446501	GAS STOP 3-50 STANDARD	1	EA		
9	RTLSCR3-10	T/L 3-50 EIA LENGTH TBD TO 10' FIXED FLG 1 END/ SWIVEL FLG 1 END	3	EA		
10	R0006085504	HANGER VERTICAL SPRING 3-1/8" T/L	39	EA		
11	R0011016502	HANGER HORIZONTAL 3-1/8 3 PT SUSPENSION	3	EA		
12	R68185	CEILINBG HANGER 3-1/8"	4	EA		
13	R0003482502	ANCHOR HORIZONTAL 3-1/8 SINGLE	2	EA		
14	R0006082502	HANGER VERTICAL 3-1/8 FIX SINGLE	2	EA		
15	R0004264502	LATERAL BRACE 3-1/8 T/L	1	EA		
16	R0004575501	KIT ASSY HARDWARE 3-1/8 T/L	30	EA		
17	R0015954501	CAP ASSY SEALING 3-1/8 CU	1	EA		
18	R0014000340	O-RING SEAL BUNA-N .210 X 3.35 ID 3-1/8"	5	EA		
19	R0044901001	DOW CORN.#4 SILICONE LUBRI	1	EA		
20	R36610	IB 162 MANUAL T/L INSTALL INSTRUCTIONS	2	EA		
21	R0048672501	KIT ASSY GASSING - SYSTEM	1	EA		
22	RTT350	TEST TRANSITION 3-50	1	EA		
23	REPACK SWEEP	INCLUDES ONE FIELD ENGINEER ON-SITE FOR ONE DAY, TRAVEL, EXPENSES AND REPORT	1	EA	\$6,400.00	\$6,400.00
24	RFREIGHT	SHIPPING, TO LAYLAND, WV, INCLUDES OVERNIGHT CUT LENGTHS SHIPPING	1	EA	\$5,400.00	\$5,400.00

Total Net Price

\$275,132.15



Antenna Model: **THV-6A8/VP-R O4**

Proposal Number: **C-70699-2**
Date: **10-Jul-20**
Customer: **WV Public Broadcasting**
Location: **Grandview, WV**

Electrical Specifications

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

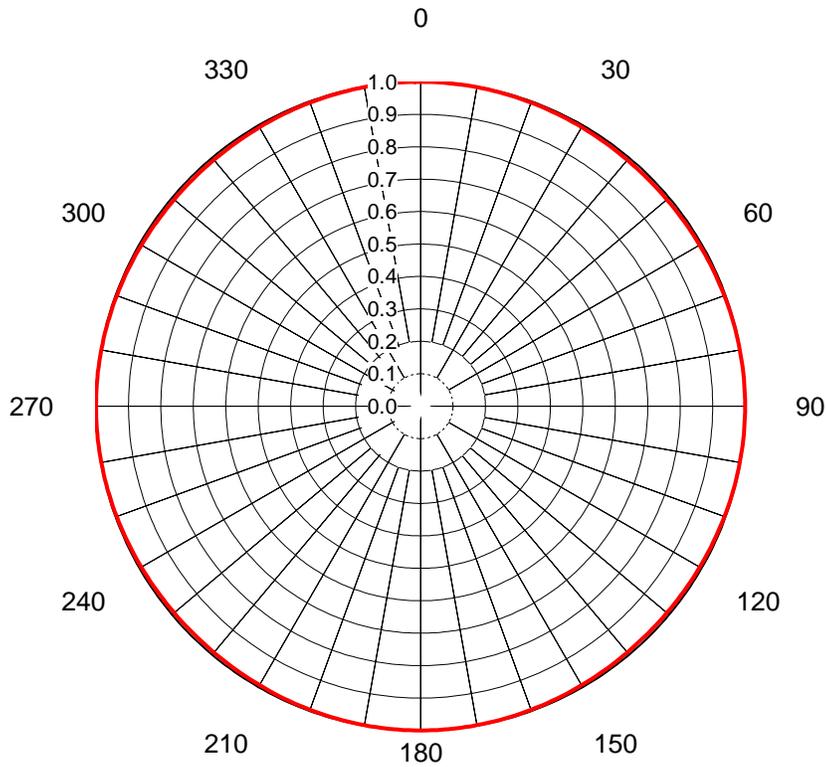
Mechanical Specifications

Mounting: **Top Mounted**
Environmental Protection: **Full Radome**
Height: **40.1 ft (12.2m)** less Lightning Protector **44.1 ft (13.4m)** with Lightning Protector
Weight: **4600 lb (2.1t)** Excludes Mounts
Effective Projected Area: **62.6 ft² (5.8m²)** **TIA-222-G** Basic Wind Speed: **90 m/h (144.8 km/h)**

Channel Specifications

Call	CH	Freq	Hpol ERP	Vpol ERP	TPO	RMS Main Lobe Hpol Gain	RMS Main Lobe Vpol Gain	RMS at Horizontal Hpol Gain	RMS at Horizontal Vpol Gain
WSWP	8	183 MHz	30.0 kW (14.77 dBk)	7.50 kW (8.75 dBk)	7.2 kW (8.59 dBk)	4.80 (6.81dB)	1.20 (0.79dB)	4.71 (6.73dB)	1.18 (0.71dB)

AZIMUTH PATTERN Horizontal Polarization



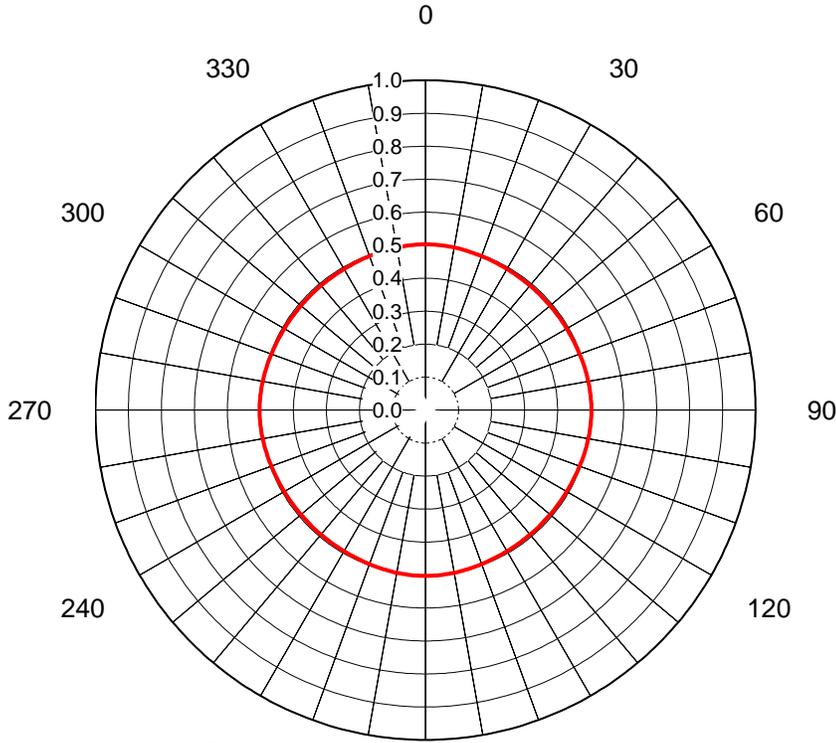
Proposal No. **C-70699-2**
 Date **10-Jul-20**
 Call Letters **WSWP**
 Channel **8**
 Frequency **183 MHz**
 Antenna Type **THV-6A8/VP-R O4**
 Gain **1.01 (0.04dB)**
 Calculated
 Circularity **+/- 1.0 dB**

Deg	Value																		
0	1.000	36	0.992	72	0.997	108	0.997	144	0.992	180	1.000	216	0.992	252	0.997	288	0.997	324	0.992
1	1.000	37	0.992	73	0.997	109	0.997	145	0.992	181	1.000	217	0.992	253	0.997	289	0.997	325	0.992
2	1.000	38	0.991	74	0.997	110	0.996	146	0.992	182	1.000	218	0.991	254	0.997	290	0.996	326	0.992
3	1.000	39	0.991	75	0.998	111	0.996	147	0.992	183	1.000	219	0.991	255	0.998	291	0.996	327	0.992
4	1.000	40	0.991	76	0.998	112	0.996	148	0.993	184	1.000	220	0.991	256	0.998	292	0.996	328	0.993
5	1.000	41	0.991	77	0.998	113	0.995	149	0.993	185	1.000	221	0.991	257	0.998	293	0.995	329	0.993
6	1.000	42	0.991	78	0.998	114	0.995	150	0.993	186	1.000	222	0.991	258	0.998	294	0.995	330	0.993
7	0.999	43	0.991	79	0.999	115	0.995	151	0.993	187	0.999	223	0.991	259	0.999	295	0.995	331	0.993
8	0.999	44	0.991	80	0.999	116	0.994	152	0.994	188	0.999	224	0.991	260	0.999	296	0.994	332	0.994
9	0.999	45	0.991	81	0.999	117	0.994	153	0.994	189	0.999	225	0.991	261	0.999	297	0.994	333	0.994
10	0.999	46	0.991	82	0.999	118	0.994	154	0.994	190	0.999	226	0.991	262	0.999	298	0.994	334	0.994
11	0.999	47	0.991	83	0.999	119	0.993	155	0.995	191	0.999	227	0.991	263	0.999	299	0.993	335	0.995
12	0.998	48	0.991	84	1.000	120	0.993	156	0.995	192	0.998	228	0.991	264	1.000	300	0.993	336	0.995
13	0.998	49	0.991	85	1.000	121	0.993	157	0.995	193	0.998	229	0.991	265	1.000	301	0.993	337	0.995
14	0.998	50	0.991	86	1.000	122	0.993	158	0.996	194	0.998	230	0.991	266	1.000	302	0.993	338	0.996
15	0.998	51	0.991	87	1.000	123	0.992	159	0.996	195	0.998	231	0.991	267	1.000	303	0.992	339	0.996
16	0.997	52	0.991	88	1.000	124	0.992	160	0.996	196	0.997	232	0.991	268	1.000	304	0.992	340	0.996
17	0.997	53	0.992	89	1.000	125	0.992	161	0.997	197	0.997	233	0.992	269	1.000	305	0.992	341	0.997
18	0.997	54	0.992	90	1.000	126	0.992	162	0.997	198	0.997	234	0.992	270	1.000	306	0.992	342	0.997
19	0.997	55	0.992	91	1.000	127	0.992	163	0.997	199	0.997	235	0.992	271	1.000	307	0.992	343	0.997
20	0.996	56	0.992	92	1.000	128	0.991	164	0.997	200	0.996	236	0.992	272	1.000	308	0.991	344	0.997
21	0.996	57	0.992	93	1.000	129	0.991	165	0.998	201	0.996	237	0.992	273	1.000	309	0.991	345	0.998
22	0.996	58	0.993	94	1.000	130	0.991	166	0.998	202	0.996	238	0.993	274	1.000	310	0.991	346	0.998
23	0.995	59	0.993	95	1.000	131	0.991	167	0.998	203	0.995	239	0.993	275	1.000	311	0.991	347	0.998
24	0.995	60	0.993	96	1.000	132	0.991	168	0.998	204	0.995	240	0.993	276	1.000	312	0.991	348	0.998
25	0.995	61	0.993	97	0.999	133	0.991	169	0.999	205	0.995	241	0.993	277	0.999	313	0.991	349	0.999
26	0.994	62	0.994	98	0.999	134	0.991	170	0.999	206	0.994	242	0.994	278	0.999	314	0.991	350	0.999
27	0.994	63	0.994	99	0.999	135	0.991	171	0.999	207	0.994	243	0.994	279	0.999	315	0.991	351	0.999
28	0.994	64	0.994	100	0.999	136	0.991	172	0.999	208	0.994	244	0.994	280	0.999	316	0.991	352	0.999
29	0.993	65	0.995	101	0.999	137	0.991	173	0.999	209	0.993	245	0.995	281	0.999	317	0.991	353	0.999
30	0.993	66	0.995	102	0.998	138	0.991	174	1.000	210	0.993	246	0.995	282	0.998	318	0.991	354	1.000
31	0.993	67	0.995	103	0.998	139	0.991	175	1.000	211	0.993	247	0.995	283	0.998	319	0.991	355	1.000
32	0.993	68	0.996	104	0.998	140	0.991	176	1.000	212	0.993	248	0.996	284	0.998	320	0.991	356	1.000
33	0.992	69	0.996	105	0.998	141	0.991	177	1.000	213	0.992	249	0.996	285	0.998	321	0.991	357	1.000
34	0.992	70	0.996	106	0.997	142	0.991	178	1.000	214	0.992	250	0.996	286	0.997	322	0.991	358	1.000
35	0.992	71	0.997	107	0.997	143	0.992	179	1.000	215	0.992	251	0.997	287	0.997	323	0.992	359	1.000

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AZIMUTH PATTERN Vertical Polarization

Proposal No. **C-70699-2**
 Date **10-Jul-20**
 Call Letters **WSWP**
 Channel **8**
 Frequency **183 MHz**
 Antenna Type **THV-6A8/VP-R O4**
 Gain **1.02 (0.1dB)**
 Calculated
 Circularity **+/- 1.0 dB**



Deg	Value																		
0	0.503	36	0.493	72	0.498	108	0.498	144	0.493	180	0.503	216	0.493	252	0.498	288	0.498	324	0.493
1	0.503	37	0.493	73	0.498	109	0.497	145	0.493	181	0.503	217	0.493	253	0.498	289	0.497	325	0.493
2	0.503	38	0.493	74	0.498	110	0.497	146	0.493	182	0.503	218	0.493	254	0.498	290	0.497	326	0.493
3	0.502	39	0.493	75	0.499	111	0.496	147	0.493	183	0.502	219	0.493	255	0.499	291	0.496	327	0.493
4	0.502	40	0.493	76	0.499	112	0.496	148	0.493	184	0.502	220	0.493	256	0.499	292	0.496	328	0.493
5	0.502	41	0.493	77	0.500	113	0.496	149	0.494	185	0.502	221	0.493	257	0.500	293	0.496	329	0.494
6	0.502	42	0.493	78	0.500	114	0.495	150	0.494	186	0.502	222	0.493	258	0.500	294	0.495	330	0.494
7	0.502	43	0.493	79	0.500	115	0.495	151	0.494	187	0.502	223	0.493	259	0.500	295	0.495	331	0.494
8	0.501	44	0.493	80	0.501	116	0.495	152	0.494	188	0.501	224	0.493	260	0.501	296	0.495	332	0.494
9	0.501	45	0.493	81	0.501	117	0.495	153	0.495	189	0.501	225	0.493	261	0.501	297	0.495	333	0.495
10	0.501	46	0.493	82	0.501	118	0.494	154	0.495	190	0.501	226	0.493	262	0.501	298	0.494	334	0.495
11	0.500	47	0.493	83	0.502	119	0.494	155	0.495	191	0.500	227	0.493	263	0.502	299	0.494	335	0.495
12	0.500	48	0.493	84	0.502	120	0.494	156	0.495	192	0.500	228	0.493	264	0.502	300	0.494	336	0.495
13	0.500	49	0.493	85	0.502	121	0.494	157	0.496	193	0.500	229	0.493	265	0.502	301	0.494	337	0.496
14	0.499	50	0.493	86	0.502	122	0.493	158	0.496	194	0.499	230	0.493	266	0.502	302	0.493	338	0.496
15	0.499	51	0.493	87	0.502	123	0.493	159	0.496	195	0.499	231	0.493	267	0.502	303	0.493	339	0.496
16	0.498	52	0.493	88	0.503	124	0.493	160	0.497	196	0.498	232	0.493	268	0.503	304	0.493	340	0.497
17	0.498	53	0.493	89	0.503	125	0.493	161	0.497	197	0.498	233	0.493	269	0.503	305	0.493	341	0.497
18	0.498	54	0.493	90	0.503	126	0.493	162	0.498	198	0.498	234	0.493	270	0.503	306	0.493	342	0.498
19	0.497	55	0.493	91	0.503	127	0.493	163	0.498	199	0.497	235	0.493	271	0.503	307	0.493	343	0.498
20	0.497	56	0.493	92	0.503	128	0.493	164	0.498	200	0.497	236	0.493	272	0.503	308	0.493	344	0.498
21	0.496	57	0.493	93	0.502	129	0.493	165	0.499	201	0.496	237	0.493	273	0.502	309	0.493	345	0.499
22	0.496	58	0.493	94	0.502	130	0.493	166	0.499	202	0.496	238	0.493	274	0.502	310	0.493	346	0.499
23	0.496	59	0.494	95	0.502	131	0.493	167	0.500	203	0.496	239	0.494	275	0.502	311	0.493	347	0.500
24	0.495	60	0.494	96	0.502	132	0.493	168	0.500	204	0.495	240	0.494	276	0.502	312	0.493	348	0.500
25	0.495	61	0.494	97	0.502	133	0.493	169	0.500	205	0.495	241	0.494	277	0.502	313	0.493	349	0.500
26	0.495	62	0.494	98	0.501	134	0.493	170	0.501	206	0.495	242	0.494	278	0.501	314	0.493	350	0.501
27	0.495	63	0.495	99	0.501	135	0.493	171	0.501	207	0.495	243	0.495	279	0.501	315	0.493	351	0.501
28	0.494	64	0.495	100	0.501	136	0.493	172	0.501	208	0.494	244	0.495	280	0.501	316	0.493	352	0.501
29	0.494	65	0.495	101	0.500	137	0.493	173	0.502	209	0.494	245	0.495	281	0.500	317	0.493	353	0.502
30	0.494	66	0.495	102	0.500	138	0.493	174	0.502	210	0.494	246	0.495	282	0.500	318	0.493	354	0.502
31	0.494	67	0.496	103	0.500	139	0.493	175	0.502	211	0.494	247	0.496	283	0.500	319	0.493	355	0.502
32	0.493	68	0.496	104	0.499	140	0.493	176	0.502	212	0.493	248	0.496	284	0.499	320	0.493	356	0.502
33	0.493	69	0.496	105	0.499	141	0.493	177	0.502	213	0.493	249	0.496	285	0.499	321	0.493	357	0.502
34	0.493	70	0.497	106	0.498	142	0.493	178	0.503	214	0.493	250	0.497	286	0.498	322	0.493	358	0.503
35	0.493	71	0.497	107	0.498	143	0.493	179	0.503	215	0.493	251	0.497	287	0.498	323	0.493	359	0.503

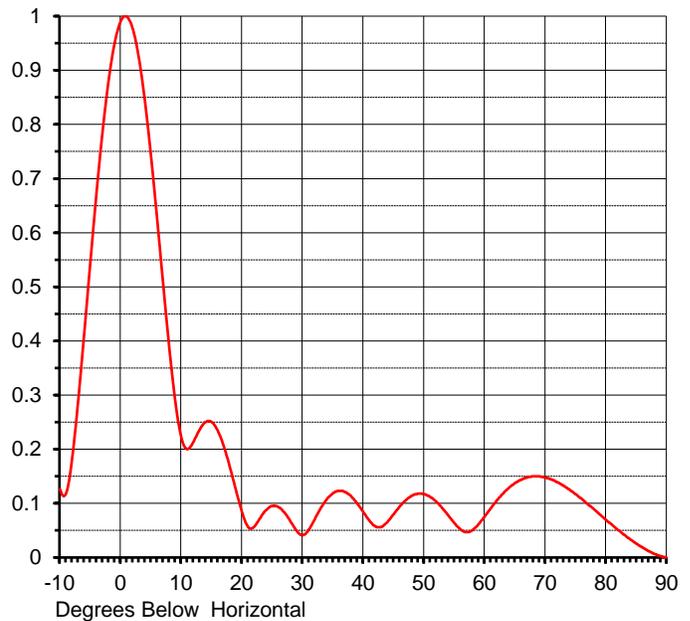
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ELEVATION PATTERN

Proposal No. **C-70699-2**
 Date **10-Jul-20**
 Call Letters **WSWP**
 Channel **8**
 Frequency **183 MHz**
 Antenna Type **THV-6A8/VP-R O4**

RMS Directivity at Main Lobe **6.0 (7.78 dB)**
 RMS Directivity at Horizontal **5.9 (7.71 dB)**
Calculated

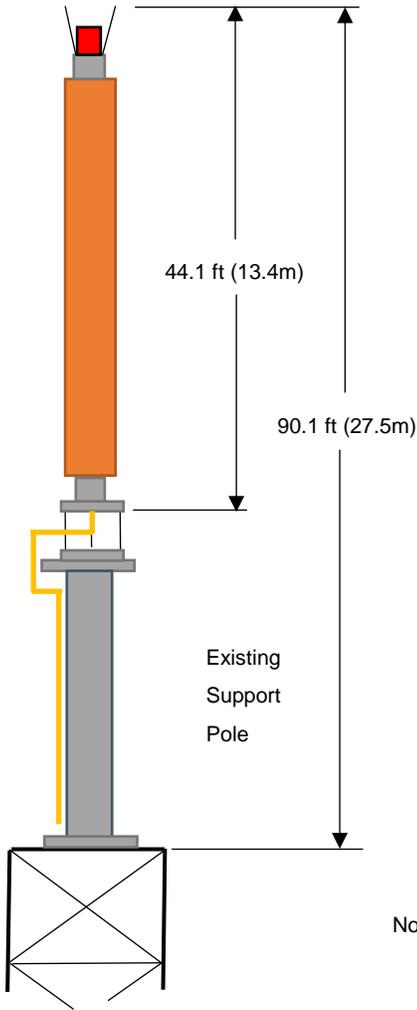
Beam Tilt **0.75 deg**
 Pattern Number **06V060075**



Angle	Field								
-10.0	0.126	10.0	0.221	30.0	0.041	50.0	0.117	70.0	0.148
-9.0	0.119	11.0	0.200	31.0	0.052	51.0	0.112	71.0	0.144
-8.0	0.184	12.0	0.214	32.0	0.071	52.0	0.103	72.0	0.139
-7.0	0.291	13.0	0.236	33.0	0.092	53.0	0.091	73.0	0.132
-6.0	0.416	14.0	0.250	34.0	0.108	54.0	0.077	74.0	0.125
-5.0	0.547	15.0	0.250	35.0	0.119	55.0	0.063	75.0	0.117
-4.0	0.673	16.0	0.234	36.0	0.123	56.0	0.052	76.0	0.108
-3.0	0.786	17.0	0.205	37.0	0.121	57.0	0.047	77.0	0.098
-2.0	0.881	18.0	0.166	38.0	0.113	58.0	0.051	78.0	0.089
-1.0	0.950	19.0	0.124	39.0	0.099	59.0	0.062	79.0	0.079
0.0	0.991	20.0	0.083	40.0	0.083	60.0	0.076	80.0	0.069
1.0	0.999	21.0	0.056	41.0	0.068	61.0	0.091	81.0	0.060
2.0	0.976	22.0	0.057	42.0	0.057	62.0	0.106	82.0	0.050
3.0	0.922	23.0	0.073	43.0	0.057	63.0	0.118	83.0	0.042
4.0	0.842	24.0	0.088	44.0	0.066	64.0	0.129	84.0	0.033
5.0	0.740	25.0	0.095	45.0	0.080	65.0	0.138	85.0	0.025
6.0	0.625	26.0	0.093	46.0	0.095	66.0	0.144	86.0	0.018
7.0	0.504	27.0	0.083	47.0	0.106	67.0	0.148	87.0	0.012
8.0	0.387	28.0	0.066	48.0	0.114	68.0	0.150	88.0	0.006
9.0	0.288	29.0	0.049	49.0	0.118	69.0	0.150	89.0	0.002
								90.0	0.000

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MECHANICAL SPECIFICATIONS



Proposal No. **C-70699-2**
 Date **10-Jul-20**
 Call Letters **WSWP**
 Channel **8**
 Frequency **183 MHz**
 Antenna Type **THV-6A8/VP-R O4**

Preliminary Specifications

Top Mounted

With ice TIA-222-G

Height AGL(z) 442 ft (134.7 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	44.1 ft (13.4m)	
Height less Lightning Protector	H2	40.1 ft (12.2m)	
Height of Center of Radiation	H3	20.1 ft (6.1m)	
Effective Projected Area	(EPA) _S	62.6 ft ² (5.8m ²)	144 ft ² (13.4m ²)
Moment Arm	D1	21.2 ft (6.5m)	21.7 ft (6.6m)

Weight	W	4600 lb (2.1t)	6800 lb (3.1t)
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Antenna designed in accordance with AISC specifications for design of structural steel as prescribed by TIA-222-G

Prepared by: DLS

Date: 11-May-17

ME:

EE:

Rev. No.2 by: NJS

Date: 10-Jul-20

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Summary

Proposal No. **C-70699-2**
Date **10-Jul-20**
Call Letters **WSWP**
Channel **8**
Frequency **183 MHz**
Antenna Type **THV-6A8/VP-R O4**

Antenna

	Hpol		Vpol	
ERP:	30.0 kW	(14.77 dBk)	7.50 kW	(8.75 dBk)
RMS Gain*	4.80	(6.81 dB)	1.20	(0.79 dB)

Antenna Input Power **6.3 kW (7.96 dBk)**

Transmission Line

Type:	Rigid	Attenuation:	(0.63 dB)
Size:	3-1/8"	Efficiency:	86.6%
Impedance:	50 Ohm		
Length:	470 ft	143.3 m	

Transmitter Output

7.2 kW (8.59 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, insurance; riots, national emergencies; war; acts of public enemies, strikes or other labor difficulties; inability to obtain necessary labor, manufacturing facilities, materials or components from such party's usual sources; fires, floods, or other catastrophes; acts of God; or any cause, of like or different kind beyond the control of such party. (c) Each party shall notify the other in writing if performance of any of its obligations under this proposal is delayed by reasons of Force Majeure. In such event, such party may, at its option (i) suspend performance of the undelivered or unperformed portions of this proposal, pending the removal of the cause of delay, or (ii) cancel the portion of this proposal which remains undelivered or unperformed, at any time as long as the cause of delay continues. Alternatively, the other party may within thirty (30) days after receipt of such party's notice of Force Majeure, cancel the undelivered or unperformed portion of this proposal upon written notice to such party. In the event of such cancellation, the non-performing party shall remain liable to the other for all obligations arising before such non-performing party's receipt of the other party's notice of cancellation. If performance is suspended in accordance with clause (i), the parties shall, before resuming performance, agree in writing with respect to any revisions applicable to the suspended portion of the Agreement. It is agreed that Force Majeure cannot excuse your obligation to pay in accordance with the terms of the purchase agreement, except in the event of failure of the financial systems in the U.S.

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

17. OTHER CONDITIONS.

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