



May 13, 2019

State of Nebraska Attn. Julie Dabydeen, State Purchasing Bureau 1526 K Street, suite 130 Lincoln, NE 68508

Dear Julie Dabydeen:

On behalf of GatesAir Inc., we are pleased to submit the following response to your Invitation to Bid #6078 OF "NET TV Translator Refresh (8 transmitters)".

We are proposing our Maxiva™ UAXTE Solid-State Air-Cooled UHF transmitter for the 50W, 1200W power levels and the 100W Maxiva™ VAXTE Solid-State Air-Cooled for the VHF transmitters. These transmitters include the GatesAir PowerSmart® technology architecture providing high efficiency, allowing an increase in power density, lower operating costs, and reduced cost of ownership over the life of the transmitters. All GatesAir products are manufactured and assembled in Quincy, IL USA.

Should you require additional information or have any questions, please do not hesitate to contact Nick VanHaaster, Regional Sales Manager at 951-294-4365, or myself at 513-459-3482.

Thank you for your consideration. We look forward to a successful relationship.

Sincerely,

Rich Lohmueller Proposal Manager

GatesAir

5300 Kings Island Drive

Bel J Cohmuell

Mason, OH 45040

Ph.: 513-459-3482

Email: rlohmuel@gatesair.com

Publication Information

Sales Team

Nick VanHaaster Regional Sales Manager

GatesAir 5300 Kings Island Drive Mason, OH 45040 **Phone:** 951-294-4365

Nick.VanHaaster@gatesair.com

Systems Architect

Rich Lohmueller Proposal Manager

GatesAir 5300 Kings Island Drive Mason, OH 45040 **phone** 1-513-459-3482 **fax** 1-513-459-3796

rlohmuel@gatesair.com

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GatesAir reserves the right, without notice to make such changes in equipment, design, specifications, components, or documentation as progress may warrant to improve the performance of the product.

Trademarks

Maxiva™, Flexiva™, Intraplex®, PowerSmart® are trademarks of GatesAir or its subsidiaries. Microsoft® and Windows® are registered trademarks of Microsoft Corporation. All other trademarks and tradenames are the property of their respective companies.

Contact Information

GatesAir has office locations around the world. For locations and contact information see: http://www.gatesair.com/contact

Corporate Office:

5300 Kings Island Drive Cincinnati, OH, USA, 45040

Tel: 1 800-622-0022 Fax: 513-459-3796

Factory Location:

3200 Wismann Lane

PO Box 4290

Quincy, IL, USA, 62301

Tel: 217-222-8200



Table of Contents

Invitation to Bid Form

Detailed Price Quotation

Compliance Form

Data Sheet

Drawings

Warranty Statement

Company Information

State of Nebraska - INVITATION TO BID CONTRACT

Date Page 4/23/19 1 of 3 Solicitation Number 6078 OF Opening Date and Time 05/13/19 2:00 pm Buyer JULIE DABYDEEN (AS)

Return to:

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: 402-471-6500 Fax: 402-471-2089

DESTINATION OF GOODS

EDUCATIONAL TELECOMM COMM 1800 N 33RD ST **LINCOLN NE 68503-1409**

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFADAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver NET TV TRANSLATOR REFRESH (8 TRANSMITTERS) to the State of Nebraska as per the attached specifications for a three (3) year period from date of award.

(bs 04/18/19)

| 4,500 | | INVITATION | | | |
|-----------|--|--------------------|--------------------------|---------------------------------|------------|
| Line 1 | Description 50W UHF TRANSMITTER, CHANNEL 14 | Quantity 1.0000 | Unit of Measure EA | Unit Price \$7,840.00 | Extended |
| 2 | EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 14 | 1,0000 | EA | N/A | |
| 3 | MASK FILTER, CHANNEL 14 | 1.0000 | EA | \$1,311.25 | \$1,311.25 |
| 4 | 50W UHF TRANSMITTER, CHANNEL 20 | 1.0000 | EA | \$7,840.00 | \$7,840.00 |
| 5 | EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 20 | 1.0000 | EA | N/A | (pole) |

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: N/A % DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 60 days after receipt of order. elivery Date may cause quotation to be REJECTED.

Sign (Authorized Signature MANDATORY - MUST BE SIGNED IN INK) Here

Enter Contact Information Below

VENDOR#

VENDOR:

GatesAir Inc. .ddress:

5300 Kings Island Dr. Mason, OH 45040

Contact Nick VanHaaster Telephone 951-294-4365 513-459-3796 **Facsimile** Email nick.vanhaaster@gatesair.com

State of Nebraska - INVITATION TO BID CONTRACT

 Date
 4/23/19
 Page
 2 of 3

 Solicitation Number
 6078 OF

 Opening Date and Time
 05/13/19
 2:00 pm

 Buyer
 JULIE DABYDEEN (AS)

Return to:

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: 402-471-6500 Fax: 402-471-2089

DESTINATION OF GOODS EDUCATIONAL TELECOMM COMM 1800 N 33RD ST LINCOLN NE 68503-1409

| Ų. | CARL A SALES AND A SALES | NVITATION | | 1040.14 | W. Forts |
|------|--|-----------|--------------------|-------------|-------------------|
| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
| 6 | MASK FILTER, CHANNEL 20 | 1.0000 | EA | \$1,311.25 | \$1,311.25 |
| 7 | 50W UHF TRANSMITTER, CHANNEL 24 | 1.0000 | EA | \$7,840.00 | \$7,840.00 |
| 8 | EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 24 | 1.0000 | EA | N/A | |
| 9 | MASK FILTER, CHANNEL 24 | 1.0000 | EA | \$1,311.25 | \$1,311.25 |
| 10 | 100W VHF TRANSMITTER, CHANNEL 6 | 1.0000 | EA | \$8,160.00 | \$8,160.00 |
| 11 | EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 6 | 1.0000 | EA | N/A | - |
| 12 | MASK FILTER, CHANNEL 6 | 1.0000 | EA | \$1,738.66 | \$1,738.66 |
| 13 | 100W VHF TRANSMITTER, CHANNEL 10 | 1,0000 | EA | \$8,160.00 | \$8,160.00 |
| 14 | EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 10 | 1.0000 | EA | N/A | - |
| 15 | MASK FILTER, CHANNEL 10 | 1.0000 | EA | \$1,165.18 | \$1,165.18 |
| 16 | 1200W UHF TRANSMITTER CHANNEL 23 | 1.0000 | EA | \$25,455.23 | \$25,455.23 |
| 17 | EXTERNAL HARMONIC FILTER (IF REQUIRED) CHANNEL 23 | 1.0000 | EA | N/A | : |
| 18 | MASK FILTER, CHANNEL 23 | 1.0000 | EA | \$3,981.89 | \$3,981.89 |
| 19 | DUAL EXCITER CONFIGURATION CHANNEL 23 | 1.0000 | EA | \$11,440.00 | \$11,440.00 |
| 20 | SHELF SPARE PA MODULE OPTION CHANNEL 23 | 1.0000 | EA | \$5,100.75 | \$5,100.75 |
| 21 | 1200W UHF TRANSMITTER, CHANNEL 33 | 2.0000 | EA | \$25,455.23 | \$50,910.46 |

State of Nebraska - INVITATION TO BID CONTRACT

| Date | 4/23/19 | | Page 3 of 3 |
|-------------|--------------|------------|-------------|
| Solicitatio | n Number | 6078 OF | |
| Opening D | ate and Time | 05/13/19 | 2:00 pm |
| Buyer | | JULIE DABY | DEEN (AS) |

Return to:

State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, Nebraska 68508

Telephone: 402-471-6500 Fax: 402-471-2089

DESTINATION OF GOODS EDUCATIONAL TELECOMM COMM 1800 N 33RD ST LINCOLN NE 68503-1409

| 4 | | INVITATION | -10 | | |
|------|--|--|--------------------|-------------------|----------------|
| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
| 22 | EXTERNAL HARMONIC FILTER (IF REQUIRED) | 2.0000 | EA | N/A | |
| | CHANNEL 33 | er sina | | | |
| 23 | MASK FILTER, CHANNEL 30 | 2.0000 | EA | \$3,981.89 | \$7,963.78 |
| 24 | DUAL EXCITER CONFIGURATION CHANNEL 30 | 2.0000 | EA | \$11,440.00 | \$22,880.00 |
| 25 | SHELF SPARE PA MODULE OPTION CHANNEL 30 | 1.0000 | EA | \$5,100.75 ——— | \$5,100.75 |
| | | | | | |
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To:

Nebraska ETV Commission 1800 North 33rd Street MS02 Lincoln NE, 68503 USA

Attn: Julie Dabydeen (407) 471-6500

From:

GatesAir, Inc. 5300 Kings Island Drive, Suite 101

Mason OH, 45040 USA

Nick Van Haaster Regional Sales Manager nick.vanhaaster@gatesair.com

Summary - All Prices are in USD

| Summary | Amount |
|--|--|
| 50W Ch. 14 Transmitter | \$7,840.00 |
| 50W Ch. 14 Mask Filter | \$1,311.25 |
| 50W Ch. 20 Transmitter | \$7,840.00 |
| 50W Ch. 20 Mask Filter | \$1,311.25 |
| 50W Ch. 24 Transmitter | \$7,840.00 |
| 50W Ch. 24 Mask Filter | \$1,311.25 |
| 100W Ch. 6 Transmitter | \$8,160.00 |
| 100W Ch. 6 Mask Filter | \$1,738.66 |
| 100W Ch. 10 Transmitter | \$8,160.00 |
| 100W Ch. 10 Mask Filter | \$1,165.18 |
| 1200W Ch. 23 Transmitter | \$25,455.23 |
| 1200W Ch. 23 Mask Filter | \$3,981.89 |
| Dual Exciter Configuration | \$11,440.00 |
| Shelf Spare PA Module Option | \$5,100.75 |
| (2) 1200W Ch. 33 Transmitters | \$50,910.46 |
| 1200W Ch. 33 Mask Filter | \$7,963.78 |
| Dual Exciter Configuration | \$22,880.00 |
| Shelf Spare PA Module Option | \$5,100.75 |
| Total Quote Price (Optional Items Not Included) | \$177,495.29 |
| Is the purchase of this equipment or services exempt from sales of the first sales tax will be added to your invoices at the rate assigned | tax? YES or NO ed to the ship to address. |
| If YES - Sales Tax Exemption Number | COPY OF CERTIFICATE MUST BE ATTACHED |
| | |
| Who can we contact regarding sales tax questions on behalf of years | our company? |
| Name: | |
| Phone Number: | |
| | |





Bill To: Nebraska ETV Commission 1800 North 33rd Street MS02

Lincoln NE, 68503 USA

Attn:

Julie Dabydeen (407) 471-6500

Quote #: Q-81760

Payment Terms: Net 30 Days Effective Date: May 13, 2019 Valid Through: June 13, 2019

Send Orders to orders@gatesair.com

Freight Terms: Destination Prepaid

Ship To: Nebraska ETV Commission 1800 North 33rd Street MS02 Lincoln NE, 68503 USA Attn: Julie Dabydeen (407) 471-6500

| 50W Ch. 14 | Transmitter | | | |
|------------|-------------|-----|----------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 2 | UAXTE-50 | 1 | \$7,840.00 | \$7,840.00 |

UAXTE-50-C

Maxiva Series High Efficiency UAXTE-50-C Air-Cooled, Solid-State, Digital Television Transmitter. Band IV/V, 470-750MHz. Type N (F) transmitter output connector. Transmitter does not include a rack.

70W Average Power Out (Before Mask filter)

Single-Phase, 110-240 Volts -15%/+10%, 47-63Hz.

TRANSMITTER INCLUDES:

(1) 2 RU Multi-Standard XTE Exciter/Driver with:

RTAC(TM) (Real-Time Adaptive Correction)

- Modulation software upgradeable
- Easy-to use operator interface via standard Web browser and external PC
- RTAC(TM) (Real-Time Adaptive Correction)
- Front panel display and control
- Built-in compliance monitoring
- (2) ASI/SMPTE-310 inputs with auto-switching
- (2) IP Transport inputs with auto-switching
- 10MHz and 1PPS input for timing reference
- Integrated GPS receiver (Antenna/cable sold separately)
- Built in battery UPS
- For ATSC 1.0 modulation, optional SFN (software key required)
- (1) UHF Broadband LDMOS Power Amplifier
- (1) PA Power Supply

Included with Transmitter:

- (1) Factory Test at Rated Customer Power
- (1) Maxiva UAXTE Series Transmitter Manual

Options (not included, sold separately):

- 23RU Standard Rack
- 37RU Standard Rack
- 44RU Standard Rack
- Mask Filter
- Pre-Mask Filter measurement coupler
- Post Mask filter measurement coupler

| 3 | UAXTE-SW-AT | 1 | \$0.00 | \$0.00 |
|---|-------------|---|--------|--------|
| | | | | |

UAXTE ATSC Modulation Software



| No. | Product # | Qty | Net Unit Price | Ext. Price | |
|--|----------------|-----|----------------|------------|--|
| 4 | WNTY_EXTD_36MO | 1 | \$0.00 | \$0.00 | |
| Extended Product Warranty: Warranty of GatesAir manufactured products valid 36 months from date of shipment. Refer to GatesAir Standard Terms and Condition of sales for warranty details. | | | | | |
| 50W Ch. 14 Transmitter TOTAL: | | | \$7,840.00 | | |

| No. | Product # | Qty | Net Unit Price | Ext. Price |
|-------------------|---|-----|----------------|------------|
| 5 | FLUA-00125-6AT | 1 | \$780.00 | \$780.00 |
| Air C | lective Standard ATSC Mask Filter, 125W Cooled, UHF, 6 Pole filter, Factory Tunable Id Width 6MHZ, 7-16DIN Input & Output | | | |
| 6 | 9710051028G | 1 | \$276.25 | \$276.25 |
| 1EA 1EA 1EA | 0051028G KIT, 'N' COUPLER, POST-FILTER KIT A 6200118000 ADAPTER, N, UG-57B/U PLUG/PLUG (depending of A 6203187000 ADAPTER, 7/16 PLUG TO N JACK (depending on fil A 9529248080 CABLE COAX EXTENDED COUPLER A 9710023193 CPLR UHF/VHF NF 4-PORT 29/3X35DB | | | |
| 7 | 9710078129 | 1 | \$255.00 | \$255.00 |
| PRE 1EA | , UAXTE, RF CABLE, N TYPE E FILTER CABLE KIT FROM TX TO BPF A 6203187000 ADAPTER, 7/16 PLUG TO N JACK A 9529265039 CABLE, EXTERNAL | | | |
| | | | | |

| 50W Ch. 20 | Transmitter | | | |
|------------|-------------|-----|----------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 9 | UAXTE-50 | 1 | \$7,840.00 | \$7,840.00 |

UAXTE-50-C

Maxiva Series High Efficiency UAXTE-50-C Air-Cooled, Solid-State, Digital Television Transmitter. Band IV/V, 470-750MHz. Type N (F) transmitter output connector. Transmitter does not include a rack.

70W Average Power Out (Before Mask filter)

Single-Phase, 110-240 Volts -15%/+10%, 47-63Hz.

TRANSMITTER INCLUDES:

(1) 2 RU Multi-Standard XTE Exciter/Driver with:

RTAC(TM) (Real-Time Adaptive Correction)

- Modulation software upgradeable
- Easy-to use operator interface via standard Web browser and external PC
- RTAC(TM) (Real-Time Adaptive Correction)
- Front panel display and control
- Built-in compliance monitoring (2) ASI/SMPTE-310 inputs with auto-switching
- (2) IP Transport inputs with auto-switching
- 10MHz and 1PPS input for timing reference
- Integrated GPS receiver (Antenna/cable sold separately)
- Built in battery UPS
- For ATSC 1.0 modulation, optional SFN (software key required)
- (1) UHF Broadband LDMOS Power Amplifier





| No. | Product # | Qty | Net Unit Price | Ext. Price |
|---|---|---|----------------|------------|
| - (1) | PA Power Supply | <u> </u> | | |
| (1) F | ded with Transmitter: actory Test at Rated Customer Power laxiva UAXTE Series Transmitter Manual | | | |
| - 23R - 37R - 44R - Mas - Pre | ons (not included, sold separately): RU Standard Rack RU Standard Rack RU Standard Rack sk Filter -Mask Filter measurement coupler st Mask filter measurement coupler | | | |
| 10 | UAXTE-SW-AT | 1 | \$0.00 | \$0.00 |
| | | | | |
| UAX | TE ATSC Modulation Software | | | |
| | TE ATSC Modulation Software WNTY_EXTD_36MO | 1 | \$0.00 | \$0.00 |
| 11 Exter | | 1 I products valid 36 months from date of sh | | |

| 50W Ch | 20 Mask Filter | | 100 | 100 |
|-------------------|--|------------|--------------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 12 | FLUA-00125-6AT | 1 | \$780.00 | \$780.00 |
| Air C | lective Standard ATSC Mask Filter, 125W Cooled, UHF, 6 Pole filter, Factory Tunable Id Width 6MHZ, 7-16DIN Input & Output | | | |
| 13 | 9710051028G | 1 | \$276.25 | \$276.25 |
| 1EA 1EA 1EA | 0051028G KIT, 'N' COUPLER, POST-FILTER KIT \ 6200118000 ADAPTER, N, UG-57B/U PLUG/PLUG (dependin \ 6203187000 ADAPTER, 7/16 PLUG TO N JACK (depending o \ 9529248080 CABLE COAX EXTENDED COUPLER \ 9710023193 CPLR UHF/VHF NF 4-PORT 29/3X35DB | | | |
| 14 | 9710078129 | 1 | \$255.00 | \$255.00 |
| PRE 1EA | , UAXTE, RF CABLE, N TYPE E FILTER CABLE KIT FROM TX TO BPF A 6203187000 ADAPTER, 7/16 PLUG TO N JACK A 9529265039 CABLE, EXTERNAL | | | |
| | | 50W Ch. 20 | Mask Filter TOTAL: | \$1,311.25 |

| 50W Ch 24 | Transmitter | | | |
|-----------|-------------|-----|----------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 16 | UAXTE-50 | 1 | \$7,840.00 | \$7,840.00 |

UAXTE-50-C

Maxiva Series High Efficiency UAXTE-50-C Air-Cooled, Solid-State, Digital Television Transmitter. Band IV/V, 470-750MHz. Type N (F) transmitter output connector. Transmitter does not include a rack. 70W Average Power Out (Before Mask filter)
Single-Phase, 110-240 Volts -15%/+10%, 47-63Hz.



| RTAC(TM) (Real- Modulation softw Easy-to use oper RTAC(TM) (Real- RTAC(TM) (Real- Front panel displements (2) ASI/SMPTE- (2) IP Transport 10MHz and 1PP Integrated GPS (Bullt in battery UF) For ATSC 1.0 m (1) UHF Broadba (1) PA Power Substitute (I) Factory Test and (I) Maxiva UAXTE Options (not inclured a syrul of the syrul of t | dard XTE Exciter/Driver with: ime Adaptive Correction) are upgradeable ator interface via standard Web browser and external PC Time Adaptive Correction) and control a monitoring 10 inputs with auto-switching aputs with auto-switching a input for timing reference acciver (Antenna/cable sold separately) and LDMOS Power Amplifier apply smitter: Rated Customer Power Series Transmitter Manual | | | |
|--|--|------------------------------|-------------------------|------------|
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| (1) Factory Test a (1) Maxiva UAXTE Options (not inclu- 23RU Standard 37RU Standard 44RU Standard Mask Filter Pre-Mask Filter | Rated Customer Power Series Transmitter Manual | | | |
| (1) Maxiva UAXTE Options (not inclu- 23RU Standard 37RU Standard 44RU Standard Mask Filter Pre-Mask Filter | Series Transmitter Manual | | | |
| Options (not inclu - 23RU Standard - 37RU Standard - 44RU Standard - Mask Filter - Pre-Mask Filter I | | | | |
| 23RU Standard 37RU Standard 44RU Standard Mask Filter Pre-Mask Filter | ed. sold separately): | | | |
| - 37RU Standard - 44RU Standard - Mask Filter - Pre-Mask Filter I | | | | |
| 44RU Standard Mask Filter Pre-Mask Filter i | ack | | | |
| - Mask Filter - Pre-Mask Filter i | ack | | | |
| - Pre-Mask Filter ı | ack | | | |
| | | | | |
| | easurement coupler | | | |
| - Post Mask filter | leasurement coupler | | | |
| 17 UAXTE | SW-AT | 1 | \$0.00 | \$0.00 |
| UAXTE ATSC Mo | ulation Software | | | |
| 18 WNTY | EXTD_36MO | 1 | \$0.00 | \$0.00 |
| Extended Product | Warranty: Warranty of GatesAir manufactured products valid | 36 months from date of shipm | nent. Refer to GatesAir | 7 |
| | nd Condition of sales for warranty details. | | | |
| | | 50W Ch. 24 Tra | nsmitter TOTAL: | \$7,840.00 |

| | 4 Mask Filter | | | - 1 - 1 |
|------------------|--|-----|----------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 19 | FLUA-00125-6AT | 1 | \$780.00 | \$780.00 |
| Air Cod | ive Standard ATSC Mask Filter, 125W oled, UHF, 6 Pole filter, Factory Tunable Vidth 6MHZ, 7-16DIN Input & Output | | | |
| 20 | 9710078129 | 1 | \$255.00 | \$255.00 |
| PRE F 1EA 62 | AXTE, RF CABLE, N TYPE ILTER CABLE KIT FROM TX TO BPF 203187000 ADAPTER, 7/16 PLUG TO N JACK 29265039 CABLE, EXTERNAL | | | |
| 21 | 9710051028G | 1 | \$276.25 | \$276.25 |
| 1EA 62 1EA 62 | 51028G KIT, 'N' COUPLER, POST-FILTER KIT 200118000 ADAPTER, N, UG-57B/U PLUG/PLUG (depend 203187000 ADAPTER, 7/16 PLUG TO N JACK (depending 529248080 CABLE COAX EXTENDED COUPLER | | | |





| No. | Product # | Qty | Net Unit Price | Ext. Price |
|-----|---|---------------|------------------|------------|
| 1EA | 9710023193 CPLR UHF/VHF NF 4-PORT 29/3X35DB | | | |
| | | 50W Ch. 24 Ma | sk Filter TOTAL: | \$1,311.25 |

| 100W Ch. 6 | Transmitter | | | |
|------------|--------------|-----|----------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 22 | VAXTE-100L-C | 1 | \$8,160.00 | \$8,160.00 |

VAXTE-100L-C

Maxiva Series High Efficiency VAXTEL-100L-C Air-Cooled, Solid-State, Digital Television. VHF Band I, 54-88MHz. Type N (F) transmitter output connector. Transmitter does not include a rack.

150W DTV Average Power Out (Before Mask filter) Single-Phase, 208-240 Volts -15%/+10%, 47-63Hz.

TRANSMITTER INCLUDES:

(1) 2 RU Multi-Standard XTE Exciter/Driver with:

RTAC(TM) (Real-Time Adaptive Correction)

- Modulation software upgradeable
- Easy-to use operator interface via standard Web browser and external PC
- RTAC(TM) (Real-Time Adaptive Correction)
- Front panel display and control
- Built-in compliance monitoring
- (2) ASI / SMPTE-310 / ETI inputs, with auto-switching
- (2) TSoIP / EDI / IP Transport inputs, with auto-switching
- 10MHz and 1PPS input for timing reference
- Integrated GNSS (GPS/GLONASS)receiver (Antenna/cable sold separately)
- Built in battery UPS (for modulator/exciter section)
- For ATSC 1.0 modulation, optional SFN (software key required)
- (1) VHF BAND 1 Broadband Power Amplifier
- (1) PA Power Supply

Included with Transmitter:

- (1) Factory Test at Rated Customer Power
- (1) Maxiva VAXTE Series Transmitter Manual

Options (not included, sold separately):

- 23RU Standard Rack
- 37RU Standard Rack
- 44RU Standard Rack
- Mask Filter
- Post Mask filter measurement coupler

| 23 | VAXTE-SW-AT | 1 | \$0.00 | \$0.00 |
|-----|-----------------------------|---|--------|--------|
| VAX | TE ATSC Modulation Software | | | |
| 24 | WNTY_EXTD_36MO | 1 | \$0.00 | \$0.00 |
| | | | | |

Extended Product Warranty: Warranty of GatesAir manufactured products valid 36 months from date of shipment. Refer to GatesAir Standard Terms and Condition of sales for warranty details.

| 00W Ch. 6 Transmitter TOTAL: | \$8,160.00 |
|------------------------------|------------|
| | |

| 100W Ch 6 | Mask Filter | | TAXABLE IN | |
|-----------|-------------|-----|----------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 25 | GA999TO | 1 | \$1,207.41 | \$1,207.41 |

1





| No. | Product # | Qty | Net Unit Price | Ext. Price |
|-------------------------|---|--------------|--------------------|------------|
| max 1 ATSC | BAND I MASK FILTER 25W FCC Mask 6P60A-EE VHF B.I - 6-Pole 60 mm Bandpass Filter | | | |
| 26 | 9710078129 | 1 | \$255.00 | \$255.00 |
| PRE F | JAXTE, RF CABLE, N TYPE FILTER CABLE KIT FROM TX TO BPF 5203187000 ADAPTER, 7/16 PLUG TO N JACK 9529265039 CABLE, EXTERNAL | | | |
| 27 | LB VHF Coupler | 1 | \$276.25 | \$276.25 |
| 1EA 6 1EA 6 1EA 9 | BAND VHF KIT, 'N' COUPLER, POST-FILTER KIT \$200118000 ADAPTER, N, UG-57B/U PLUG/PLUG (depending on filter type) \$203187000 ADAPTER, 7/16 PLUG TO N JACK (depending on filter type) \$2529248080 CABLE COAX EXTENDED COUPLER CPLR VHF LB NF 4-PORT |) | | |
| | | 100W Ch. 6 I | Mask Filter TOTAL: | \$1,738.66 |

| 100W Ch 10 |) Transmitter | | | |
|------------|---------------|-----|----------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 29 | VAXTE-100-C | 1 | \$8,160.00 | \$8,160.00 |

VAXTE-100-C

Maxiva Series High Efficiency VAXTE-100 Air-Cooled, Solid-State, Digital Television. VHF Band III, 170-240MHz. Type N (F) transmitter output connector. Transmitter does not include a rack. 150W DTV Average Power Out (Before Mask filter)

Single-Phase, 208-240 Volts -15%/+10%, 47-63Hz.

TRANSMITTER INCLUDES:

(1) 2 RU Multi-Standard XTE Exciter/Driver with:

RTAC(TM) (Real-Time Adaptive Correction)

- Modulation software upgradeable
- Easy-to use operator interface via standard Web browser and external PC
- RTAC(TM) (Real-Time Adaptive Correction)
- Front panel display and control
- Built-in compliance monitoring
- (2) ASI / SMPTE-310 / ETI inputs, with auto-switching
- (2) TSoIP / EDI / IP Transport inputs, with auto-switching
- 10MHz and 1PPS input for timing reference
- Integrated GNSS (GPS/GLONASS)receiver (Antenna/cable sold separately)
- Built in battery UPS (for modulator/exciter section)
- For ATSC 1.0 modulation, optional SFN (software key required)
- (1) VHF Broadband Power Amplifier
- (1) PA Power Supply

Included with Transmitter:

- (1) Factory Test at Rated Customer Power
- (1) Maxiva VAXTE Series Transmitter Manual

Options (not included, sold separately):

- 23RU Standard Rack
- 37RU Standard Rack
- 44RU Standard Rack
- Mask Filter
- Post Mask filter measurement coupler

| 30 | VAXTE-SW-AT | 1 | \$0.00 | \$0.00 |
|----|-------------|---|--------|--------|
|----|-------------|---|--------|--------|





| No. | Product # | Qty | Net Unit Price | Ext. Price |
|--|----------------|-----------------|-----------------|------------|
| VAXTE ATSC Modulation Software | | | | |
| 31 | WNTY_EXTD_36MO | 1 | \$0.00 | \$0.00 |
| Extended Product Warranty: Warranty of GatesAir manufactured products valid 36 months from date of shipment. Refer to GatesAir Standard Terms and Condition of sales for warranty details. | | | | Air |
| | | 100W Ch. 10 Tra | nsmitter TOTAL: | \$8,160.00 |

| No. | Product # | Qty | Net Unit Price | Ext. Price |
|-------|---|-----|----------------|------------|
| 32 | CL6X30B | 1 | \$633.93 | \$633.93 |
| VHF | COM-TECH Mask Filter CL6X30B | | | |
| 33 | 9710078129 | 1 | \$255.00 | \$255.00 |
| 1FA S | 9529265039 CABLE, EXTERNAL | | | |
| 1EA 9 | 9529265039 CABLE, EXTERNAL BAND III VHF COUPLER | | \$276,25 | \$276.25 |

| 1200W Ch. 2 | 3 Transmitter | THE REAL PROPERTY. | | |
|-------------|---------------|--------------------|----------------|-------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 36 | UAXTE-2R37 | 1 | \$22,848.00 | \$22,848.00 |

UAXTE-2R37

Maxiva Series High Efficiency UAXTE-2R37 Air-Cooled, Solid-State, Digital Television Transmitter. Band IV/V, 470-750MHz. 7-16 DIN transmitter output connector. Transmitter installed in a 37 RU standard 19in rack.

1200W Average Power Out (Before Mask filter)

Single-Phase, 208-240 Volts -15%/+10%, 47-63Hz.

Optional: Three-Phase, 208-240 or 380-415 Volts, -15%/+10%, 47-63Hz (see Transmitter Technical Manuals for AC installation information)

TRANSMITTER INCLUDES:

(1) 2 RU Multi-Standard XTE Exciter/Driver with:

RTAC(TM) (Real-Time Adaptive Correction)

- Modulation software upgradeable
- Easy-to use operator interface via standard Web browser and external PC
- RTAC(TM) (Real-Time Adaptive Correction)
- Front panel display and control
- Built-in compliance monitoring
- (2) ASI/SMPTE-310 inputs with auto-switching
- (2) IP Transport inputs with auto-switching
- 10MHz and 1PPS input for timing reference
- Integrated GPS receiver (Antenna/cable sold separately)
- Built in battery UPS
- For ATSC 1.0 modulation, optional SFN (software key required)





No. Product # Qty **Net Unit Price** Ext. Price - (1) UHF Broadband LDMOS Power Amplifier - (1) PA Power Supply HIGH EFFICIENCY POWER AMPLIFIER BLOCK: (2) 3 RU High Efficiency Amplifier Block, including: - (3) UHF High efficiency LDMOS Power Amplifier Pallets - (1) High efficiency switch mode Power Supply (1) PA Block combiner with reject load (1) Pre-filter measurement coupler (1) Low pass (Harmonic) Filter (1) Factory Test at Rated Customer Power (1) 37 RU standard Rack (1) Maxiva UAXTE Series Transmitter Manual Options (not included, sold separately): - Secondary Exciter (Dual Exciter Option) - Redundant switch mode power supply - Integrated I/O panel with wiring from transmitter to the I/O panel - Internal Rack AC Distribution - Mask Filter - Post Mask Filter Coupler 37 **UAXTE-SW-AT** 2 \$0.00 \$0.00 **UAXTE ATSC Modulation Software** 38 PA-UAXTE-E+-BAND-A 2 \$0.00 \$0.00 ASSY, PA MODULE, UAXTE, TYPE 888E BAND "A" "PALLET/MODULE TYPE 888E+ BAND A" UHF 470-608MHz BANDED MODULE "FOR PA MODULE SELECTION WITH MAIN TRANSMITTER LINE ITEM" "MUST HAVE TRANSMITTER LINE ITEM" 39 9810090579 1 \$1,347.39 \$1,347.39 ASSY, AC DISTRIBUTION OPTION FOR 2-PA UAXTE 380-415VAC INPUT 3PH WYE 198-259VAC INPUT 3PH DELTA_ 208-240VAC 1PH 40 9810090606 \$1,259.84 \$1,259.84 VAXTE/UAXTE KIT, I/O RACK PANEL FOR DUAL DRIVE Option to cable transmitter to I/O panel at top of rack 41 WNTY_EXTD_36MO 1 \$0.00 \$0.00 Extended Product Warranty: Warranty of GatesAir manufactured products valid 36 months from date of shipment. Refer to GatesAir Standard Terms and Condition of sales for warranty details. 1200W Ch. 23 Transmitter TOTAL: \$25,455.23

| 1200W (| Ch. 23 Mask Filter | | | 11/25 |
|---------|--|-----|----------------|------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 42 | FLUA-01250-6AT | 1 | \$3,064.00 | \$3,064.00 |
| Air C | ective Standard ATSC Mask Filter, 1250W Cooled, UHF, 6 Pole filter, Factory Tunable d Width 6MHZ, 7-16DIN Input & Output | | | |
| 43 | 9710078030 | 1 | \$730.39 | \$730.39 |



| No. | Product # | Qty | Net Unit Price | Ext. Price |
|----------------|---|-----------------------|--------------------|------------|
| KIT, U POST | JAXTE RF ACCESSORIES 7/16DIN, DUAL LPU FILTER COUPLER, CABLES AND ATTENUATORS FOR RTAC | AND FWD/RFLD SAMPLES. | | |
| 44 | STDFLEX7-820FT7-16 | 1 | \$187.50 | \$187.50 |
| ASSY | , 20FT FLEX, 7/8 W/ 7/16 MALE | | | |
| | | 1200W Ch. 23 N | lask Filter TOTAL: | \$3,981.89 |

| Dual Exciter | Configuration | | | |
|--------------|---------------|-----|----------------|-------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 45 | UAXTE-DD | 1 | \$11,440.00 | \$11,440.00 |

UAXTE Dual Driver / Exciter option

Includes Driver/exciter & Auto switching system

(1) 2 RU Multi-Standard XTE Exciter/Driver with:

RTAC(TM) (Real-Time Adaptive Correction)

- Modulation software upgradeable
- Easy-to use operator interface via standard Web browser and external PC
- RTAC(TM) (Real-Time Adaptive Correction)
- Front panel display and control
- Built-in compliance monitoring
- (2) ASI/SMPTE-310 inputs with auto-switching
- (2) IP Transport inputs with auto-switching
- 10MHz and 1PPS input for timing reference
- Integrated GPS receiver (Antenna/cable sold separately)
- Built in battery UPS
- For ATSC 1.0 modulation, optional SFN (software key required)
- (1) UHF Broadband LDMOS Power Amplifier
- (1) PA Power Supply

| Oual Exciter Configuration TOTAL: | \$11,440.00 |
|-----------------------------------|-------------|
|-----------------------------------|-------------|

| No. | Product # | Qty | Net Unit Price | Ext. Price |
|-----|--|-------------------|--------------------|------------|
| 46 | 9810126306G | 1 | \$5,100.75 | \$5,100.75 |
| POV | WER BLOCK PA, UAXT, 3RU, BAND A, MODEL E | *** | | |
| | | Shelf Spare PA Mo | dule Option TOTAL: | \$5,100.75 |

| (2) 1200W Ch. 33 Transmitters | | | | |
|-------------------------------|------------|-----|----------------|-------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 48 | UAXTE-2R37 | 2 | \$22,848.00 | \$45,696.00 |

UAXTE-2R37

Maxiva Series High Efficiency UAXTE-2R37 Air-Cooled, Solid-State, Digital Television Transmitter. Band IV/V, 470-750MHz. 7-16 DIN transmitter output connector. Transmitter installed in a 37 RU standard 19in rack.

1200W Average Power Out (Before Mask filter)

Single-Phase, 208-240 Volts -15%/+10%, 47-63Hz.

Optional: Three-Phase, 208-240 or 380-415 Volts, -15%/+10%, 47-63Hz (see Transmitter Technical Manuals for AC installation information)





No. Qty **Net Unit Price** Ext. Price Product # TRANSMITTER INCLUDES: (1) 2 RU Multi-Standard XTE Exciter/Driver with: RTAC(TM) (Real-Time Adaptive Correction) - Modulation software upgradeable - Easy-to use operator interface via standard Web browser and external PC - RTAC(TM) (Real-Time Adaptive Correction) - Front panel display and control - Built-in compliance monitoring - (2) ASI/SMPTE-310 inputs with auto-switching - (2) IP Transport inputs with auto-switching - 10MHz and 1PPS input for timing reference - Integrated GPS receiver (Antenna/cable sold separately) - Built in battery UPS - For ATSC 1.0 modulation, optional SFN (software key required) - (1) UHF Broadband LDMOS Power Amplifier - (1) PA Power Supply HIGH EFFICIENCY POWER AMPLIFIER BLOCK: (2) 3 RU High Efficiency Amplifier Block, including: - (3) UHF High efficiency LDMOS Power Amplifier Pallets - (1) High efficiency switch mode Power Supply (1) PA Block combiner with reject load (1) Pre-filter measurement coupler (1) Low pass (Harmonic) Filter (1) Factory Test at Rated Customer Power (1) 37 RU standard Rack (1) Maxiva UAXTE Series Transmitter Manual Options (not included, sold separately): - Secondary Exciter (Dual Exciter Option) - Redundant switch mode power supply - Integrated I/O panel with wiring from transmitter to the I/O panel - Internal Rack AC Distribution - Mask Filter - Post Mask Filter Coupler 49 **UAXTE-SW-AT** 4 \$0.00 \$0.00 **UAXTE ATSC Modulation Software** 50 PA-UAXTE-E+-BAND-A \$0.00 \$0.00 ASSY, PA MODULE, UAXTE, TYPE 888E BAND "A" "PALLET/MODULE TYPE 888E+ BAND A" UHF 470-608MHz BANDED MODULE "FOR PA MODULE SELECTION WITH MAIN TRANSMITTER LINE ITEM" "MUST HAVE TRANSMITTER LINE ITEM" 51 9810090606 2 \$1,259.84 \$2,519.68 VAXTE/UAXTE KIT, I/O RACK PANEL FOR DUAL DRIVE Option to cable transmitter to I/O panel at top of rack 52 WNTY_EXTD_36MO \$0.00 \$0.00 Extended Product Warranty: Warranty of GatesAir manufactured products valid 36 months from date of shipment. Refer to GatesAir Standard Terms and Condition of sales for warranty details. 53 9810090579 2 \$1,347.39 \$2,694.78 ASSY, AC DISTRIBUTION OPTION FOR 2-PA UAXTE 380-415VAC INPUT 3PH WYE 198-259VAC INPUT 3PH DELTA_ 208-240VAC 1PH (2) 1200W Ch. 33 Transmitters TOTAL: \$50,910.46





| No. | Product # | Qty | Net Unit Price | Ext. Price |
|-------|--|----------------------------|--------------------|------------|
| 54 | FLUA-01250-6AT | 2 | \$3,064.00 | \$6,128.00 |
| Air C | ective Standard ATSC Mask Filter, 1250W Cooled, UHF, 6 Pole filter, Factory Tunable d Width 6MHZ, 7-16DIN Input & Output | | | |
| 55 | STDFLEX7-820FT7-16 | 2 | \$187.50 | \$375.00 |
| ASS | SY, 20FT FLEX, 7/8 W/ 7/16 MALE | | | |
| 56 | 9710078030 | 2 | \$730.39 | \$1,460.78 |
| KIT, | UAXTE RF ACCESSORIES 7/16DIN, DUAL LPU ST FILTER COUPLER, CABLES AND ATTENUATORS FOR | RTAC AND FWD/RFLD SAMPLES. | | |
| | | 4200W.Ch 22 | Mask Filter TOTAL: | \$7,963.78 |

| Dual Exciter | Configuration | | | |
|--------------|---------------|-----|----------------|-------------|
| No. | Product # | Qty | Net Unit Price | Ext. Price |
| 57 | UAXTE-DD | 2 | \$11,440.00 | \$22,880.00 |

UAXTE Dual Driver / Exciter option

Includes Driver/exciter & Auto switching system

(1) 2 RU Multi-Standard XTE Exciter/Driver with:

RTAC(TM) (Real-Time Adaptive Correction)

- Modulation software upgradeable
- Easy-to use operator interface via standard Web browser and external PC
- RTAC(TM) (Real-Time Adaptive Correction)
- Front panel display and control
- Built-in compliance monitoring
- (2) ASI/SMPTE-310 inputs with auto-switching
- (2) IP Transport inputs with auto-switching
- 10MHz and 1PPS input for timing reference
- Integrated GPS receiver (Antenna/cable sold separately)
- Built in battery UPS
- For ATSC 1.0 modulation, optional SFN (software key required)
- (1) UHF Broadband LDMOS Power Amplifier
- (1) PA Power Supply

Dual Exciter Configuration TOTAL:

\$22,880.00

| No. | Product # | Qty | Net Unit Price | Ext. Price |
|------|--|-----|----------------|------------|
| 58 | 9810126306G | 1 | \$5,100.75 | \$5,100.75 |
| POWE | R BLOCK PA, UAXT, 3RU, BAND A, MODEL E | | | |

TOTAL: \$177,495.29





This Quote, and any Order resulting from this Quote, is subject to the Standard Terms and Conditions of Sale for GATESAIR which can be located at http://www.gatesair.com/company/legal-compliance/terms-conditions, which are incorporated herein by reference. The Standard Terms and Conditions for GATESAIR shall apply to the exclusion of any other terms and conditions except where expressly agreed in writing and signed by GATESAIR. For a hard copy of the terms and conditions, please call U.S. (513) 459-3502 or fax your request to (513) 459-3796, Attn.: Legal Dept., or email your request to GAContracts@gatesair.com.

| request to (513) 459-3796, Attn.: Legal Dept., or email your request to GAContracts@gatesair.com. | | | | |
|---|--|--------------|--|--|
| | ring efforts, GatesAir may publish general information about this order inclution which the solutions are intended, and deal value. GatesAir will not publion. | | | |
| I do not authorize | GatesAir to publicize this order. | | | |
| Total Quote Price (O | ptional Items Not Included) | \$177,495.29 | | |
| GatesAir Approval: | Nick Van Haaster , Regional Sales Manager | | | |
| Customer Approval: | 3 | | | |
| Title: | | | | |
| Date: | | | | |
| Purchase Order #: | 3 <u></u> : | | | |
| Return signed quote to | o orders@gatesair.com or nick.vanhaaster@gatesair.com | | | |

II. TERMS AND CONDITIONS

Bidders should complete Section II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the proposal with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State is soliciting proposals in response to the solicitation. The State reserves the right to reject proposals that attempt to substitute the Contractor's commercial contracts and/or documents for this solicitation.

The Contractor should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Contractor's proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

- 1. If only one (1) Party's document has a particular clause then that clause shall control;
- 2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together.
- 3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

The contract resulting from this solicitation shall incorporate the following documents:

- Invitation to Bid and Addenda;
- 2. Amendments to the solicitation;
- 3. Questions and Answers:
- 4. Contractor's proposal response;
- 5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
- 6. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RX | | | |

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

| Contractor Contract Manager | Agency Contract Manager Julie Dabydeen |
|-----------------------------|---|
| Contractor | Agency Department of Administrative Services, State Purchasing Bureau |
| Contractor Street Address | Agency Street Address 1526 K Street, Suite 130 |
| Contractor City, State, Zip | Agency City, State, Zip Lincoln, NE 68508 |

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

E. CHANGE ORDERS OR SUBSTITUTIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

Contractor will not substitute any item that has been awarded without prior written approval of SPB

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential

damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

H. NON-WAIVER OF BREACH

| Accept (Initial) | Reject (initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| RL | | _ | |

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. SEVERABILITY

| Accept (Initial) | Reject (InItial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RI | | | |

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

J. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

1: GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that

will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

K. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| RL | | | |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other party prevails.

L. ASSIGNMENT, SALE, OR MERGER

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Sollcitation Response (Initial) | NOTES/COMMENTS: |
|------------------|---------------------|--|-----------------|
| RL | | | |

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

M. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|---------------------|--|-----------------|
| RL | | | |

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

N. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RK | | | |

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

O. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

P. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|---------------------|--|-----------------|
| RL | | | |

The contract may be terminated as follows:

- 1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

- 1. Transfer all completed or partially completed deliverables to the State;
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State;
- Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- Cooperate with any successor contactor, person or entity in the assumption of any or all of the obligations
 of this contract;

- 5. Cooperate with any successor contactor, person or entity with the transfer of information or data related to this contract;
- 6. Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

- 1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
- 2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- 3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
- 4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
- 5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- 6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system

means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

 The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at http://das.nebraska.gov/materiel/purchasing.html

The completed United States Attestation Form should be submitted with the solicitation response.

- If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees
 to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's
 lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE)
 Program.
- The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

E. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

F: COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

G. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RJ | | | |

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
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| RX | | | |

By submitting a proposal, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this solicitation or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods and services hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the solicitation or project.

K. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| RL | | | |

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

L. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|--|-----------------|
| Rd | | | |

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| 122 | | | |

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

N. WARRANTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|------------------|---------------------|--|-----------------|
| RL | | | |

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Mail invoices to NET, 1800 N 33rd St., Lincoln, NE 68503. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| RL | | | |

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Contractor must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this proposal invitation to establish a contract to supply (NET TV Translator Refresh (8 transmitters) per the attached specifications from date of award for a period of three (3) years. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the contractor and the State.

The intent of this request for NET (Nebraska Educational Telecommunications) to update and refresh TV transmitters at eight (8) of its translator sites throughout the State of Nebraska. It is intended for the transmitters to be purchased in a "phased" approach over the term of the contract. The contractor must provide the transmitters listed below and in the following phases. Phases are initiated with the release of purchase order from awarded contract:

Phase 1 (dependent upon funding source): 50W UHF Channel 24 1200W UHF Channel 33

Phase 2 (dependent upon funding source): 100W VHF Channel 6 50W UHF Channel 20 1200W UHF Channel 33

Phase 3 (dependent upon funding source): 100W VHF Channel 10 50W UHF Channel 14 1200W UHF Channel 23

For technical details regarding each of the power levels listed above, please see the sections labeled "Technical Specifications" later in this document. Funding is based on the state's fiscal year July 1 through June 30th. Contractors who can provide all requested transmitters will be given priority to the consideration.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the (NET TV Translator Refresh (8 transmitters) whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the proposal for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the proposal document. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal document, the Contractor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the proposal.

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

Contractor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Contractor to qualify for the award.

"YES" response means the Contractor guarantees they can meet this condition.

"NO" response means the Contractor cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Contractor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Contractor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

| YES | NO | NO & PROVIDE ALTERNATIVE | | |
|---------|--------|--------------------------|----|---|
| Y | | | 1. | Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your proposal. Non-compliance to any single specification can void your proposal. |
| Y | | | 2. | It is the responsibility of Contractors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Contractor. |
| Y | | | 3. | No interpretation related to the meaning of solicitation specifications or other pre-proposal documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to: the State Purchasing Bureau, E-mail questions to SPB. as.materielpurchasing@nebraska.gov by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed). |
| NOTES/C | OMMENT | rs: | | |

C. TECHNICAL SPECIFICATIONS: Three each: 50W UHF Transmitters (50W at output of transmitter), for Channels 14, 20 and 24, High-Efficiency, Solid State, Air Cooled, Digital UHF Transmitter, 120VAC 60Hz

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|--------------------------|--|
| Y | | | Transmitter will be capable of producing 50W at output of the transmitter. Transmitter shall employ high-efficiency, solid state devices, air cooling, and broadband UHF amplifiers |
| Y | | | Transmitter power output shall be adjustable via front panel, parallel remote, web interface and SNMP (Simple Network Management Protocol) interface from 0dB to -13dB of rated output power |

| Y | 3. | It shall be possible to turn the transmitter RF output ON and OFF from the front panel, parallel remote, web remote and SNMP interface |
|-----------------|-----|--|
| Y | 4. | AC power input shall accept 110VAC-240VAC, 50/60Hz |
| Y | 5. | Transmitter shall be designed for unattended remote control operation, compatible with standard commercial parallel remote control systems and must be capable of remote control from built-in web interface and SNMP protocol |
| Y | 6. | Sideband performance shall be compliant with FCC emission mask requirements, measured at the directional coupler located at the output of the mask filter provided |
| Y | 7. | Harmonic and Spurious performance shall meet all FCC requirements specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposal as a separate line item with the transmitter system |
| Y | 8. | The exciter shall include two, auto-switching ASI/SMPTE-310M inputs for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSoIP input. TSoIP input connectors shall be RJ-45, female |
| Y | 9. | Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort. Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachment: Load ATSC 3.0 software in exciter |
| Y | 10. | 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6MHz channel shall be provided as a line item in the system proposal. |
| Y | 11. | Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any standard 6MHz channel across the UHF TV band |
| Y | 12. | Insertion loss of the Mask Filter shall be no greater 1.10 dB |
| Y | 13. | Mask Filter shall include a directional coupler at the output and provide a calibrated forward power sample. |
| NOTES/COMMENTS: | : | |

D. TECHNICAL SPECIFICATIONS: Two each: 100W VHF Transmitters (100W at output of transmitter), for Channels 6 and 10, High-Efficiency, Solid State, Air Cooled, Digital VHF Band I Transmitter, 110-240VAC 60Hz

| YES | NO | NO & PROVIDE ALTERNATIVE | | |
|-----|----|--------------------------|----|--|
| Y | | | 1 | Transmitter will be capable of producing 100 Watts at output of the transmitter. Transmitter shall employ high-efficiency solid state devices, air cooling, and broadband VHF Band I amplifiers. |
| Y | | | 2. | Transmitter power output shall be adjustable via front panel, parallel remote, web interface and SNMP interface from 0dB to -10dB of rated output power |
| Y | | | 3. | It shall be possible to turn the transmitter RF output ON and OFF from the front panel, parallel remote, web remote and SNMP interface |

| | 4. AC power input shall accept single-phase 110-240VAC, 50/60Hz |
|-------------|---|
| | Transmitter shall be designed for unattended remote control operation compatible with standard commercial parallel remote control systems and must be capable of remote control from built-in web interface and SNMP protocol |
| | Sideband performance shall be compliant with FCC emission mask requirements, measured at the directional located at the output of the mask filtered provided |
| | 7. Harmonic and Spurious performance shall meet all FCC requirements specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposal as a separate line item with the transmitter system |
| | 8. The exciter shall include two, auto-switching ASI/SMPTE-310M inputs for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSoIP input. TSoIP input connectors shall be RJ-45, female |
| | 9. Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort. Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachment: |
| | Load ATSC 3.0 software in exciter |
| | 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6MH channel shall be provided as a line item in the system proposal. |
| | 11. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any standa 6MHz channel across the VHF Band I TV band |
| | 12. Insertion loss of the Mask Filter shall be no greater 1.1 dB |
| | Mask Filter shall include a directional coupler at the output and provid a calibrated forward power sample. |
| S/COMMENTS: | Mask Filter shall include a directional coupler at the output and p |

E. TECHNICAL SPECIFICATIONS: Three each: 1200W UHF Transmitters (1200W at output of transmitter), for Channels 23, 33 and 33, High-Efficiency, Solid State, Air Cooled, Digital UHF Transmitter, 208-240VAC single phase 60Hz

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|--------------------------|--|
| Y | | | Transmitter will be capable of producing 1200 Watts at output of the transmitter. Transmitter shall employ high-efficiency, solid state devices, air cooling, and broadband UHF amplifiers |
| Y | | | Shall include one shelf spare PA module as an option. |
| Y | | | Transmitter power output shall be adjustable via front panel, parallel remote, web interface and SNMP interface from 0dB to -10dB of rated output power |
| Y | | | It shall be possible to turn the transmitter RF output ON and OFF from the front panel, parallel remote, web remote and SNMP interface |
| Y | | | 5. AC power input shall accept single-phase 220-240VAC, 50/60Hz |

| compatible with standard commercial parallel remote control system and must be capable of remote control from built-in web interface an SNMP protocol 7. Sideband performance shall be compliant with FCC emission mask requirements, measured at the directional located at the output of the mask filtered provided 8. Harmonic and Spurious performance shall meet all FCC requiremen specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposa a separate line item with the transmitter system 9. The exciter shall include two, auto-switching ASI/SMPTE-310M inpu for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSoIP input. TSoIP input connectors shall be RJ-45, female 10. Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachm Load ATSC 3.0 software in exciter Y 11. Transmitter must include a dual exciter configuration. 12. 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6M channel shall be provided as a line item in the system proposal. 13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any stand 6MHz channel across the UHF TV band 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB | | |
|---|---|---|
| requirements, measured at the directional located at the output of the mask filtered provided 8. Harmonic and Spurious performance shall meet all FCC requirement specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposa a separate line item with the transmitter system 9. The exciter shall include two, auto-switching ASI/SMPTE-310M input for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSoIP input. TSoIP input connectors shall be RJ-45, female 10. Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachm Load ATSC 3.0 software in exciter Y 11. Transmitter must include a dual exciter configuration. Y 12. 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6M channel shall be provided as a line item in the system proposal. 13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any stand 6MHz channel across the UHF TV band 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB 15. Mask Filter shall include a directional coupler at the output and provident as a sine in the supplement of the supplement. | У | 6. Transmitter shall be designed for unattended remote control operation, compatible with standard commercial parallel remote control systems and must be capable of remote control from built-in web interface and SNMP protocol |
| specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposa a separate line item with the transmitter system 9. The exciter shall include two, auto-switching ASI/SMPTE-310M input for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSoIP input. TSoIP input connectors shall be RJ-45, female 10. Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachm Load ATSC 3.0 software in exciter Y 11. Transmitter must include a dual exciter configuration. Y 12. 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6M channel shall be provided as a line item in the system proposal. 13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any stand 6MHz channel across the UHF TV band 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB 15. Mask Filter shall include a directional coupler at the output and provi | У | requirements, measured at the directional located at the output of the mask filtered provided |
| for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSoIP input. TSoIP input connectors shall be RJ-45, female 10. Exciter shall be upgradeable to ATSC 3.0 mode with minimum effort Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachm Load ATSC 3.0 software in exciter 11. Transmitter must include a dual exciter configuration. 12. 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6M channel shall be provided as a line item in the system proposal. 13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any stand 6MHz channel across the UHF TV band 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB 15. Mask Filter shall include a directional coupler at the output and provi | Y | specified for UHF television over-the-air broadcast systems. If an external harmonic filter is required it shall be included in the proposal as |
| Exciter to be shipped with ATSC 1.0 configuration. Provide brief description of process for upgrading to ATSC 3.0 here or as attachm Load ATSC 3.0 software in exciter 11. Transmitter must include a dual exciter configuration. 12. 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6Michannel shall be provided as a line item in the system proposal. 13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any stand 6MHz channel across the UHF TV band 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB 15. Mask Filter shall include a directional coupler at the output and provi | Y | for ATSC 1.0. For ATSC 3.0 the exciter shall include at least one (1) native 1GBE TSoIP input. TSoIP input connectors shall be RJ-45, |
| Y 12. 6 pole external standard mask reflective bandpass filter for use with proposed transmitter broadcasting ATSC digital signal utilizing a 6M channel shall be provided as a line item in the system proposal. 13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any stand 6MHz channel across the UHF TV band 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB 15. Mask Filter shall include a directional coupler at the output and provi | Y | description of process for upgrading to ATSC 3.0 here or as attachment |
| Proposed transmitter broadcasting ATSC digital signal utilizing a 6Mi channel shall be provided as a line item in the system proposal. 13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any stand 6MHz channel across the UHF TV band 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB 15. Mask Filter shall include a directional coupler at the output and provi | Y | 11. Transmitter must include a dual exciter configuration. |
| Y 13. Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any stand 6MHz channel across the UHF TV band 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB 15. Mask Filter shall include a directional coupler at the output and provi | Y | proposed transmitter broadcasting ATSC digital signal utilizing a 6MHz |
| 15. Mask Filter shall include a directional coupler at the output and provi | У | Mask Filter shall be tuned and tested for channel specified prior to shipment. Mask Filter shall be capable of being retuned to any standard |
| | Y | 14. Insertion loss of the Mask Filter shall be no greater 0.60 dB |
| Calibrated forward power sample. | Y | 15. Mask Filter shall include a directional coupler at the output and provide calibrated forward power sample. |

F. COMPLIANCE

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|-----|----|-----------------------------|---|
| Y | | | State length of time manufacturer has been established in the design and manufacture of broadcast television transmitters: 54 |
| Y | | | Does the transmitter manufacturer maintain a service department that is staffed twenty four (24) hours a day, three hundred sixty five (365) days a year? |
| Y | | | 3. Does the manufacturer maintain a staff of fully trained customer service engineers available for telephone assistance or on-site service? |

| Factory Proof-of-performance testing for transmitters must be performed at specified transmitter TPO output and channel, and final test and proof documents shall be provided with the transmitter at the time of shipment. Transmitter final test will insure compliance with Federal Communications Commission (FCC) requirements and manufacturer specifications. 7. 8. Specify in-warranty replacement parts and repair parts policy below or attach your company's policy to this bid: 3-Year warranty included for all GA transmitters 9. Specify out of warranty replacement parts and repair parts policy | Y | 5. The manufacturer shall provide replacement parts and service for the equipment offered for a minimum of ten (10) years after the sale of the equipment. Parts warehouse, inventory, and shipping point shall be located in the United States. Replacement parts, or repairs requiring shipment from locations outside the United States will not be allowed. |
|--|---|--|
| attach your company's policy to this bid: 3-Year warranty included for all GA transmitters 9. Specify out of warranty replacement parts and repair parts policy | Y | 6. Factory Proof-of-performance testing for transmitters must be performed at specified transmitter TPO output and channel, and final test and proof documents shall be provided with the transmitter at the time of shipment. Transmitter final test will insure compliance with Federal Communications Commission (FCC) requirements and |
| | Y | |
| | Y | 9. Specify out of warranty replacement parts and repair parts policy below or attach your company's policy to this bid: See attachment concerning after warranty replacement & repair to the second se |

G. DELIVERY ARO

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|---------|-------|--------------------------|---|
| Y | | | Delivery desired within (45-60) days after receipt of purchase order(s). At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage. |
| NOTES/C | OMMEN | rs: | |

$\mbox{H.}$ Delivery locations / instructions (contractor agrees that they can meet the delivery locations/instructions)

| YES | NO | NO & PROVIDE ALTERNATIVE | | |
|---------|--------|-----------------------------|---|---|
| Y | | | 1 | Nebraska Educational Telecommunications, 1800 N 33 rd St., Lincoln, NE 68503 |
| NOTES/C | OMMENT | S: | | |

I. PACKAGING

| YES | NO | NO & PROVIDE ALTERNATIVE | | |
|--------|--------|--------------------------|----|--|
| Y | | | 1. | Package are to be clearly marked with size, weight, color, quantity, and the purchase order number. |
| Y | | | 2. | Packaging must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage. |
| OTES/C | OMMENT | rs: | | + |

J. ORDERS

| | | ı | | |
|---------|--------|-----|------|---|
| Y | | | 1,:: | Orders will be placed either by, phone, e-mail or Internet (if available and not to the exclusion of the other methods). |
| Y | | | 2. | All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order. |
| OTES/CO | OMMENT | 'S: | | |

K. QUALITY

| YES | NO | NO & PROVIDE ALTERNATIVE | | |
|---------|-------|-----------------------------|----|---|
| Y | | | 1. | Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. |
| Y | | | 2. | A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this proposal invitation. |
| Y | | | 3. | Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking. |
| NOTES/C | OMMEN | IΓS: | I | warranty period with no additional charges for shipping of restooking. |

L. GRAY MARKET PRODUCTS PROHIBITION

| YES | NO | NO & PROVIDE ALTERNATIVE | | |
|---------|-------|--------------------------|----|--|
| Y | | | 1. | The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons. |
| NOTES/C | OMMEN | rs: | | |
| | | | | |

M. WARRANTY

| YES | NO | NO & PROVIDE ALTERNATIVE | |
|---------|--------|--------------------------|--|
| Y | | | 1. The Contractor warrants for a period of three (3) years from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. |
| NOTES/C | OMMENT | S: 36 month | warranty included for all GA transmitters offered. |
| | | | |



PRODUCT WARRANTY (North America) TECHNICAL SUPPORT

For information about products or support services:

Call: North America + 1 217-222-8200
Website: http://www.gatesair.com

To register products or update company information visit:

www.ecustomer.gatesair.com

Standard Warranty Services

- Technical support 9 hours a day, 5 days a week
- · After-hours emergency "Down or Off-air" phone support
- 5-day advance exchange of parts
- Software updates and bug fixes

PROFESSIONAL SERVICES COMMITMENT

We are serious about our professional services business. We strive to provide the highest level of support in the industry and offer a complete set of integrated support solutions designed to help our customers across every phase of their business. GATESAIR works with you to provide the type of coverage you need. We are committed to service excellence.

Access to technical knowledge bank

Optional Gold ServicePAK

- Technical phone support 24 hours a day, 7 days a week
- Next-day advance exchange of parts

GATESAIR STANDARD WARRANTY POLICY STATEMENT

Effective May 22, 2014

STANDARD EQUIPMENT WARRANTY

Unless otherwise provided in writing by GATESAIR, Inc. or a legally affiliated entity ("GATESAIR"), GATESAIR warrants that all GATESAIR-manufactured equipment will substantially conform to the GATESAIR specifications for such Equipment and be free of any defect in materials or workmanship (the "Standard Equipment Warranty") for the period of time specified in the table below (the "Equipment Warranty Period"); such period is measured from the date of shipment from a GATESAIR facility. This warranty is extended to customers and applies to all GATESAIR-manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed.

| Product Family | Standard Equipment Warranty Period |
|---|---|
| Over the Air Transmitters: AM, FM, DAB and Television, Exciters, Networked Digital Audio Consoles, Network Audio Management Routing, Studio-Transmitter Links | 15 months from shipment |
| Additional Products and Accessories: (Furniture, Racks, AtoD Converters, ATU, Phasors & RF Systems, AM/FM Flyaway Systems, Distribution System, HDI200 Data Importer, Talent Control Systems, World Feed panel | 15 months from shipment |
| Customer Specials: Products specifically modified to meet a customer's custom configuration or specification | 15 months from shipment |
| B-Stock Equipment | 90 days from shipment |
| Equipment Sold as Resale | As provided by Manufacturer |
| Replacement Parts – within Equipment Warranty Period | Longer of (i) applicable product warranty or (ii) 90 days from shipment |
| Replacement Parts - Post Equipment Warranty Period | 90 days from shipment |
| Used Equipment | "AS IS" AND WITHOUT WARRANTY |

WARRANTY CLAIMS AND PROCEDURES

- 1. Upon breach of the Standard Equipment Warranty and GATESAIR's receipt of notice of such breach, the customer's sole and exclusive remedy will be, at GATESAIR's sole discretion and option, repair or replacement of the defective equipment or component with functionally equivalent equipment or components. Components that the customer claims to be defective shall be available to GATESAIR for inspection and testing. Unless otherwise agreed in writing, the customer shall be solely responsible for customs clearance for all repaired or replacement equipment and components under the Standard Equipment Warranty. To be entitled to rights under the Standard Equipment Warranty, the customer shall open a service request by contacting the relevant GATESAIR help desk by phone or web interface within thirty (30) days after discovering a suspected defect in any equipment or component, but in any event prior to the expiration of the applicable Equipment Warranty Period, and shall request a return authorization from GATESAIR. Notice to a GATESAIR dealer, systems integrator, sales representative or other third party is not notice to GATESAIR. Following its receipt of any such customer notice, GATESAIR will determine whether the reported problem is covered by the Standard Equipment Warranty. If GATESAIR determines that the problem is covered by the Standard Equipment Warranty, GATESAIR will authorize repair or replacement of the defective equipment or component by issuing a return authorization. For clarification purposes, any technical support provided by GATESAIR will be for the sole purpose of fulfilling GATESAIR's warranty obligations. If GATESAIR determines that the customer is using technical support as a substitute for training of the customer's personnel, then such technical support will be subject to additional charges at GATESAIR's then prevailing unit rate for such services.
- 2. Before shipping any equipment or component to GATESAIR, the customer must obtain a written return authorization from GATESAIR and provide any proof of warranty eligibility requested by GATESAIR. Any equipment or component received by GATESAIR without a return authorization may, at GATESAIR's option, be returned to the customer collect. Once a return authorization is obtained, the customer is responsible for packing and shipping the equipment or component to which its warranty claim relates to a service facility designated by GATESAIR within thirty (30) days after receipt of the return authorization. GATESAIR will pay for return of the repaired or replacement equipment or component to the customer if the repaired or replacement product is shipped to a designated GATESAIR service facility. In the event that the foregoing procedure is not followed by the customer, the customer shall pay for return shipping of the defective equipment or component to GATESAIR and GATESAIR shall only pay delivery charges of the replacement equipment or component to the customer. GATESAIR will use commercially reasonable efforts to supply equipment or components from the geographical region of the customer's site, so as to minimize freight and duty. GATESAIR bears the risk of loss or damage while the equipment (or part thereof) is in transit to the Customer from the GATESAIR service center.
- 3. Upon receipt of replacement equipment or component, the customer has thirty (30) days to tender the defective equipment or component to the return carrier for shipment to the service center designated by GATESAIR. If the customer does not timely return the defective equipment or component, the customer shall pay to GATESAIR the list price of such equipment or component, plus applicable shipping. Such failure to return the equipment or component may, in GATESAIR' discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment or component has been returned. Under the Standard Equipment Warranty GATESAIR will provide the customer with new, rebuilt, refurbished or alternate equipment or component of equal or improved quality, as exchange equipment or component to replace eligible defective equipment or component. Any alternate equipment or component will meet or exceed the specifications of the replaced equipment or component. Rebuilt or refurbished equipment or components may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by GATESAIR in writing, repaired or replaced equipment or components are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment or component replaced by GATESAIR become the property of GATESAIR has no obligation to (i) service, exchange or otherwise replace any equipment or component that has been damaged, modified, abused, misused or over-used as determined by GATESAIR or has been used with non-GATESAIR supplies or products that have caused damage or malfunction; (ii) paint, refurbish, restore or exchange any equipment or component with cosmetic

Part Number: 158-000026-02

blemishes; (iii) service, exchange or otherwise replace any equipment or component if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment or component; (iv) service, exchange or otherwise replace any equipment or component that is within sixty (60) days of the end of its production life; or (v) provide any application software support or service involving application hardware or replace any accessories. If GATESAIR elects to perform any such services at the customer's request, then such services will be deemed a service call and all labor, parts and materials used for the service call will be charged at GATESAIR's then-prevailing rates.

EQUIPMENT WARRANTY EXCLUSIONS

To the full extent permitted by law, GATESAIR does not warrant or guarantee, and is not responsible for:

- Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, failures in third-party communication networks, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of GATESAIR's control, or (B) the customer's abuse, mishandling, misuse, computer viruses, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment or component in any way. The customer shall provide qualified technical personnel to maintain and repair the equipment and components.
- 2. Equipment built to the customer's specifications that is later found not to meet the customer's needs or expectations.
- 3. The performance of the equipment or components when used in combination with equipment not purchased from GATESAIR, or specified or approved by GATESAIR in writing.
- 4. Signal coverage delivered by antenna equipment whether or not supplied by GATESAIR.

ADDITIONAL WARRANTY NOTES

- 1. OEM or third party equipment that is incorporated into GATESAIR equipment is covered for the same period as such GATESAIR equipment's Standard Equipment Warranty unless the OEM or third party equipment carries its own limited warranty.
- 2. Items Sold As Resale. Items sold as resale are such items that are not manufactured by GATESAIR but may be utilized in conjunction with, independently of or incorporated into, GATESAIR manufactured equipment (such as tubes, printers and antenna transmission lines) and are covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items. IF AN ORDER COVERS EQUIPMENT NOT OWNED BY GATESAIR, IT IS SOLD SUBJECT TO GATESAIR'S ACQUISITION OF SUCH EQUIPMENT.
- 3. **B-Stock Equipment.** B-Stock equipment is defined as equipment repurchased or repurposed by GATESAIR that is reconditioned or refurbished for sale to a second generation owner by GATESAIR, and is covered for a period of ninety (90) days from the date such equipment is shipped.
- 4. Used Equipment. If the equipment specified in an order is described as used, it is sold "as is" and with no warranty.

SERVICES WARRANTY

GATESAIR warrants that the services will be performed in a professional manner (the "Services Warranty"). Notice of a breach of the Services Warranty shall (i) specify in reasonable detail, the nature of the claim, and (ii) be received by GATESAIR within ninety (90) days from the last day of performance of the services. Upon breach of the Services Warranty and GATESAIR's notice of such breach, the customer's sole and exclusive remedy will be for GATESAIR to reperform the applicable services at GATESAIR's expense.

SOFTWARE WARRANTY

- 1. Software. Unless otherwise provided by GATESAIR in writing, GATESAIR warrants that the GATESAIR-manufactured software (the "Software") will operate substantially in compliance with GATESAIR's specifications for the Software (the "Standard Software Warranty") for a period of ninety (90) days from the date such Software is shipped or otherwise made available by GATESAIR (the "Software Warranty Period"). Upon breach of the Standard Software Warranty and GATESAIR's receipt of notice of such breach, the customer's sole and exclusive remedy will be, at GATESAIR's sole discretion and option, repair or replacement of the defective Software with functionally equivalent Software. GATESAIR does not warrant that the Software is error free or that the customer will be able to operate the Software without problems or interruptions. Corrections to the Software beyond the Software Warranty Period will only be made by GATESAIR pursuant to a ServicePAK agreement.
- Physical Media. During the Software Warranty Period, GATESAIR warrants all physical media for the Software to be free of defects in material or workmanship. The customer's sole and exclusive remedy under this limited warranty will be, at GATESAIR's option, repair or replacement of the physical media for the Software.
- 3. **Software Warranty Exclusions.** The Standard Software Warranty does not apply to any Software that (A) has been altered or modified, except by GATESAIR; (B) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by GATESAIR; (C) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (D) is used in ultra-hazardous activities.

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD WARRANTY POLICY STATEMENT, GATESAIR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

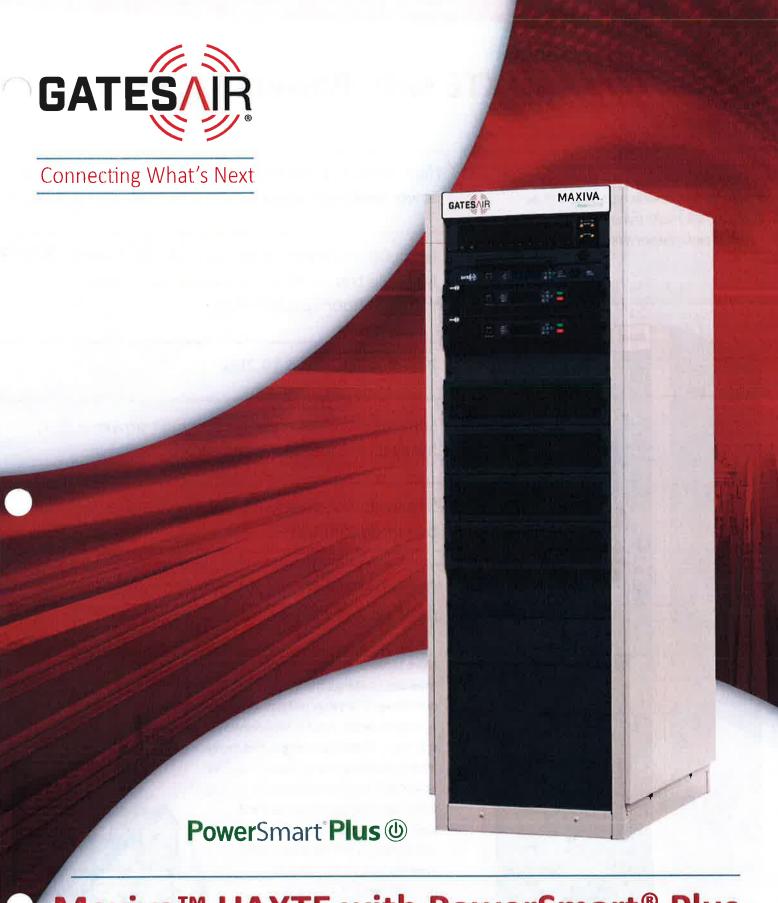
LIMITATION ON LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL GATESAIR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, REPERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF GATESAIR'S LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO THE CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE GATESAIR EQUIPMENT OR SOFTWARE LICENSES SOLD TO THE CUSTOMER AND WARRANTED HEREUNDER, GATESAIR'S PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS STANDARD WARRANTY POLICY STATEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY GATESAIR FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

GOVERNING LAW AND JURISDICTION

Applicable Law, Venue and Jurisdiction. This Standard Warranty Policy Statement, and any disputes related hereto, shall be governed by and interpreted in accordance with the laws of the state of Ohio, USA, regardless of any law principles requiring the application of any other law. The parties agree that the exclusive venue for any action related to the dispute or interpretation of this Standard Warranty Policy Statement shall be in the courts with the appropriate jurisdiction located in Mason, Ohio, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection it may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of this Standard Warranty Policy Statement shall be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

Jury Waiver. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION RELATING TO THE DISPUTE OR INTERPRETATION OF THIS STANDARD WARRANTY POLICY STATEMENT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER AN ADEQUATE OPPORTUNITY TO NEGOTIATE ITS TERMS.



Maxiva™ UAXTE with PowerSmart® Plus

High-Efficiency UHF Air-Cooled TV Transmitter

Maxiva™ UAXTE with PowerSmart®Plus

We did it again.

GatesAir has once again shattered the expectations of what is possible with air-cooled, solid-state transmitters from a cost versus performance ratio.



Modular architecture for ease of installation. Multiple transmitters in a single rack saves valuable floor space.

Power levels up to 19.2kW

Separate, hot-swappable, compact power supply for each PA. Redundancy options available.

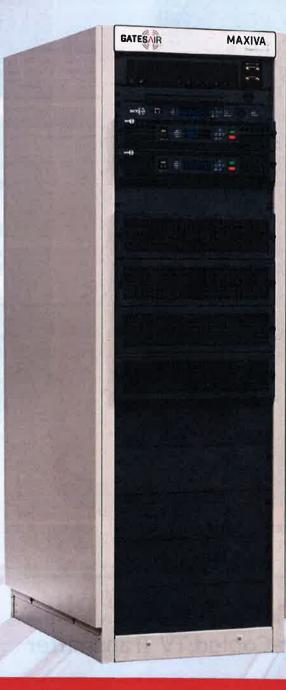
Separate, hot-swappable, high-efficiency power amplifiers

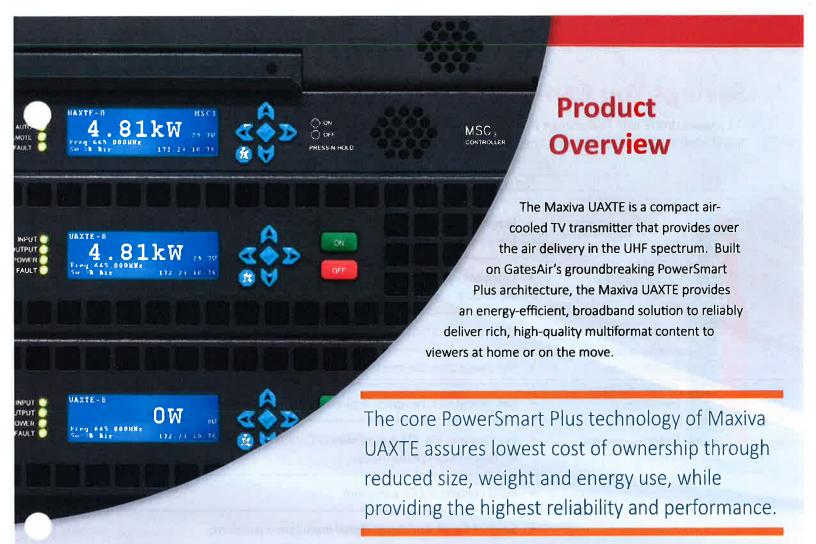
Optimized Real-Time Adaptive Correction (RTAC™) provides the best performance all the time

More services usually means higher expenses. Higher operating

expenses challenge the bottom line. Maxiva UAXTE transmitters with PowerSmart Plus technology drive down total cost of ownership while allowing broadcasters to get the most out of their spectrum. Optimized designs that increase bandwidth while simplifying maintenance. Superior power density that maximizes TV coverage while reducing transmitter size and weight. Unparalleled performance that enhances picture quality while lowering utility bills. GatesAir has once again shattered the expectations of what is possible with high-power, solid-state transmitters

from a cost versus performance ratio.





The Maxiva UAXTE utilizes the latest generation 50 volt LDMOS amplifier devices, new compact high-efficiency power supplies and the Maxiva Compact series exciter/driver along with real-time adaptive correction (RTAC) for outstanding signal performance. The Maxiva UAXTE power amplifiers have been optimized to provide the best possible performance and efficiency for both ATSC 1.0 and ATSC 3.0. The UAXTE transmitter is rate for identical average power levels for both modulations, assuring a simple and cost-effective upgrade path for future ATSC 3.0 operation. The modular design further simplifies installation and reduces maintenance costs, dramatically lowering the total cost of ownership over the transmitters life-cycle.



Designed with future broadcasting needs in mind, the UAXTE transmitter is capable of multiple modulation types for UHF digital operation - including ATSC, ATSC 3.0, DVB-T/H, DVB-T2, ISDB-Tb, and future digital standards.

Savings You Can Count On!

The Maxiva UAXTE with PowerSmart Plus is an efficiency-optimized UHF transmitter. This all-new design includes several energy saving features.



New PowerSmart® Plus amplifier technology for UHF provides a market-leading combination of efficiency and broadband operation

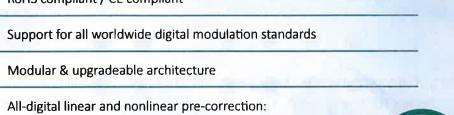
Savings in The Details!

- Simple and cost-effective upgrade path from ATSC 1.0 to ATSC 3.0 at the same power level.
- Efficiency-optimized for highest efficiency and lowest cost of ownership
- Variable speed fans to intelligently save energy
- Hot-swappable, compact, high-efficiency DC power supplies
- Hot-swappable, compact, high-efficiency power amplifiers
- Incorporates the XTE-based Maxiva Compact exciter/driver for best-in-class performance
- RoHS compliant / CE compliant
- Support for all worldwide digital modulation standards
- All-digital linear and nonlinear pre-correction: Real-Time Adaptive Correction (RTAC)
- Rugged, reliable design and construction
- Ideal for N+1 configurations since all transmitters are identical and use the same PA's, minimizing spares requirements
- Lowest energy usage
- Minimum operating cost

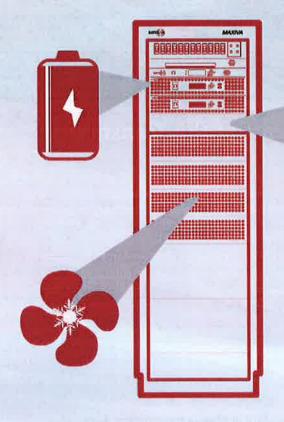








Savings You Can Count On!





- Intelligent cooling system with variable speed fans to reduce energy consumption.
- Included UPS for the exciter section provides fastest system power-up following an AC power interruption.
- Smaller and lighter PA architecture provides higher RF power during PA or power supply removal and replacement.
- Separate power supplies are easily accessible and hotswappable from the front of each PA module.

Key Features

| Features | Included | Available |
|---|----------|-----------|
| Equal power levels for ATSC 1.0 and ATSC 3.0 | | |
| Fast-acting linear and non-linear Real-Time Adaptive Correction (RTAC) for optimum performance at all times | • | |
| Web remote with SNMP | | |
| Parallel Remote Control | • | |
| Internal GPS/GLONASS receiver for SFN timing | | |
| Exciter internal UPS option | • | |
| ASI/T2MI over IP / IP transport input (Ready for ATSC 3.0) | • | |
| Dual exiters and switcher | | • |
| Redundant power supplies for each PA module | | • |
| Local touch-screen GUI | | ((● |
| N+1 systems and multi-transmitters per rack | | • |
| Extended warranties and Service Level Agreements (SLA) to suit any requirement | | |



Maxiva UAXTE Drive — The Heart of the Transmitter

The software-defined Maxiva UAXTE Drive takes digital and mobile TV to the next level. Offering the most advanced exciter technology available, the core Maxiva XTE platform used in the UAXTE Drive employs advanced Real Time Adaptive Precorrection techniques, Native dual TSoIP inputs and many other updates, providing a truly future-proof design.

Integrated within all Maxiva UAXTE air-cooled transmitters, the Maxiva UAXTE Drive delivers an RF signal with complete technical and regulatory compliance for all solid-state digital transmitters. The Maxiva XTE is the only exciter designed and manufactured in the USA that is 100% ready for ATSC 3.0.

Real-Time Adaptive Correction

GatesAir's exclusive Real-Time Adaptive Correction (RTAC) technology, standard in Maxiva transmitters, keeps your station within compliance while maximizing coverage. Featuring simultaneous linear and nonlinear adaptive precorrection, RTAC interoperates with the Maxiva Compact Drive exciter to continuously monitor transmitter output and performance while automatically adapting for system nonlinearities — delivering the optimal level of correction for your digital over-the-air signal.



Advanced Global Monitoring and Control

In addition to local control, the Maxiva UAXTE transmitter can be controlled from anywhere in the world with an intuitive, browser-based graphical user interface (GUI) over TCP/IP via a telecom or network connection with password protection. A rear RJ-45 jack is provided for LAN/WAN connection.

Full Simple Network Management Protocol (SNMP) facilities are provided for network management of the entire transmission system using industry-standard MIB protocols.





Remote Communication

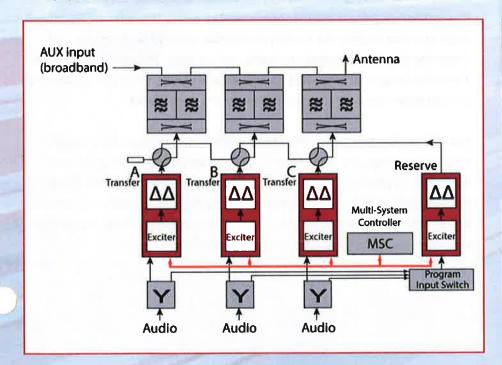
The following remote interfaces are available:

- GUI
- Ethernet network connection RJ-45 (10/100Base-T) with TCP/IP protocol
- Automated remote alarms in the event of a fault, which are sent via SNMP or e-mail with the connection to a network
- Simple, parallel interface to panels and legacy remote control systems

GATES IR

Multi-System Controller (MSC3)

To support greater redundancy, the Multi-System Controller (MSC3) supports a range of backup options, including 1+1, full N+1 and dual-transmitter installations. The MSC3 monitors and controls the transmitter systems and controls RF switching.







Typical Total Cost of Ownership Over 20 Years 2.5 New UAXTE Transmitter Old Transmitter Estimated Savings 1.5 Typical Total Cost of Ownership Over 20 Years 1.5 Total Total Cost of Ownership Over 20 Years

What is Total Cost of Ownership (TCO)?

TCO is the total cost to own and operate the transmitter system over time. This includes the initial equipment cost, installation/commissioning cost, routine and unscheduled maintenance costs, and ongoing repair and operational costs — and don't forget, rising energy costs. In fact, the lifetime operational expense of a transmitter is estimated at greater than five times the initial product cost.

While power to the transmitter is the biggest item, other factors can also adversely affect the system efficiency. These include:

- AC transformers and voltage regulators ahead of transmitter
- Heat load to the room (affects HVAC costs)
- RF system losses
- RF feeder loss to antenna
- Antenna gain and pattern

Maxiva UHF transmitters now incorporate GatesAir PowerSmart Plus technology to help broadcasters save money and reduce carbon footprints. PowerSmart Plus technology delivers superior operational efficiency through fully broadband, single-amplifier designs that simplify installation, improve performance, and streamline ongoing operation — including maintenance. This comes courtesy of a modular design that eliminates tuning, reduces weight, enhances redundancy through separate power supplies, and minimizes overall labor.

PowerSmart Plus technology also lowers monthly bills through sharp power efficiency increases (up to 45 percent), and slashes rack space requirements (exceeding 50 percent) through a dramatic increase in power density. These industry-leading strides in performance and physical size reduction combine to deliver the best possible total cost of ownership over the life of the transmitter – and return money to the pockets of our customers.

PowerSmart Plus @

Broadband Amplification

PowerSmart Plus incorporates groundbreaking broadband amplifier designs into Maxiva UAXTE transmitters. The Maxiva UAXTE power amplifiers have been optimized to provide the best possible performance and efficiency for both ATSC 1.0 and ATSC 3.0. The UAXTE transmitter is rate for identical average power levels for both modulations, assuring a simple and cost-effective upgrade path for future ATSC 3.0 operation. These designs also consolidate spare parts and eliminate tuning and adjustments to further simplify maintenance and ongoing operation.

Compact Design

The reduced size of the UAXTE transmitter will minimize the use of valuable rack space in your transmitter facility. This provides space for other equipment, or multiple transmitters in a single rack, often eliminating the need for additional racks and the associated floor space needed.

Global Monitoring and Control

The Maxiva UAXTE transmitter can be controlled from anywhere in the world with an intuitive, browserbased GUI or SNMP over TCP/IP via a telecom or network connection with password protection.

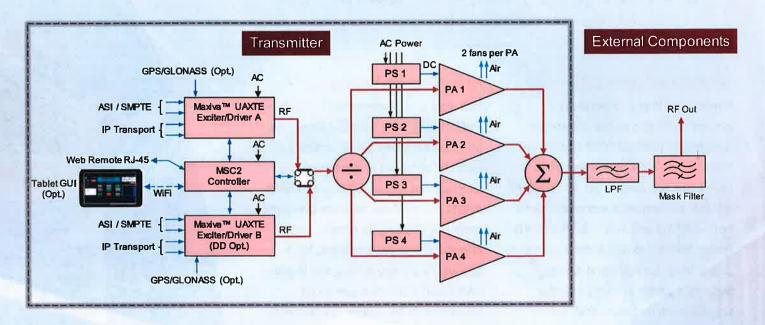
Reduced Service Costs

Easy access to power amplifier modules and hot-pluggable universal power supply (PS) modules make on-air servicing easy and eliminate costly service interruptions. Light-weight universal PA pallets and modules facilitate overnight/same-day shipping for simple, costeffective spares management. With lightweight subassemblies, the Maxiva UAXTE eliminates two-person lift requirements for routine maintenance and troubleshooting.



Maxiva UAXTE Block Diagram

4 PA system with dual drive option shown (Models up to 32 PAs available)



Maxiva UAXTE Models and Power Levels

| Model Number | RF Power Before Filter (Watts) UWB PA's (470-750MHz) | RF Power Before Filter (Watts) Type "E" PA's (470-608MHz) | RF Output Connector | Total Rack Space (Single Drive) | Total Rack Space (Dual Drive) |
|--------------|---|--|------------------------|------------------------------------|----------------------------------|
| UAXTE-10 | 16 | 16 | N-F | 2RU | 5RU (1+1) |
| UAXTE-50 | 75 | 75 | N-F | 2RU | 5RU (1+1) |
| UAXTE-100 | 150 | 150 | N-F | 2RU | 5RU (1+1) |
| UAXTE-1P-C | 165 | 200 | DIN 7-16 | 4RU | 9RU (1+1) |
| UAXTE-2P-C | 312 | 400 | DIN 7-16 | 4RU | 9RU (1+1) |
| UAXTE-3P-C | 500 | 600 | DIN 7-16 | 4RU | 9RU (1+1) |
| UAXTE-1 | 500 | 600 | DIN 7-16 | 5RU / 37RU Rack | 8RU / 37RU Rack |
| UAXTE-2 | 1,000 | 1,200 | DIN 7-16 | 8RU / 37RU Rack | 11RU / 37RU Rack |
| UAXTE-3 | 1,500 | 1,800 | 1-5/8" EIA | 11RU / 37RU Rack | 14RU / 37RU Rack |
| UAXTE-4 | 2,000 | 2,400 | 1-5/8" EIA | 14RU / 37RU Rack | 17RU / 37 RU Rack |
| UAXTE-6 | 3,000 | 3,600 | 3-1/8" EIA | 1 x 44RU Rack | 1 x 44RU Rack |
| UAXTE-8 | 4,000 | 4,800 | 3-1/8" EIA | 1 x 44RU Rack | 1 x 44RU Rack |
| UAXTE-12 | 6,000 | 7,200 | 3-1/8" EIA | 2 x 44RU Rack | 2 x 44RU Rack |
| UAXTE-16 | 8,000 | 9,600 | 3-1/8" EIA | 2 x 44RU Rack | 2 x 44RU Rack |
| UAXTE-24 | 12,000 | 14,400 | 3-1/8" EIA | 3 x 44RU Rack | 3 x 44RU Rack |
| UAXTE-32 | 16,000 | 19,200 | 4-1/16" | 4 x 44RU Rack | 4 x 44RU rack |

Specifications Specifications and designs are subject to change without notice.

| General | |
|-------------------------------|---|
| Frequency Range | UHF-TV |
| Transmission Standards | ATSC 1.0, ATSC 3.0, DVB-T, DVB-T2, ISDB- Tb (Contact GatesAir for availability of other standards) |
| Channel Bandwidth | |
| | |
| | |
| Output Power Reduction Range. | Adjustable from 0 to -10 dB of rated transmitter power |
| RF Load Impedance | 50 ohms |
| VSWR | Protected against open or short circuit, all phase angles. Capable of operation into infinite VSWR with user-adjustable foldback threshold. Factory pre-set to 4% of nominal nameplate power (VSWR = 1.5:1) |
| RF Output Connector | Dependent on transmitter power. Refer to GatesAir drawing for details |
| AC Mains | |
| | 10W to 150W Models: Single-phase, 110- |
| AC LINE VOILAGE | 240V, 50/60Hz |
| | Models over 150W: Three-phase: 380 to |
| | 415 V, or 208 to 240 V, 50/60 Hz, or single- |
| | phase 220 to 240 V, 50/60 Hz (specify when ordering) |
| AC Line Variation | ±15%, between 208 to 230 V, or 380 to 400 V |
| Power Factor | >0.95 (typically >0.98) |
| Environmental | |
| | |
| Aittide | above mean sea level (See temperature derating) |
| Ambient Temperature | |
| | (upper limit derated 2° C (3.6° F) per 300 m (984 ft.) elevation AMSL |
| Storage Temperature | 10° to 65°C (14° to 149° F) |
| | 0 to 95%, non-condensing |
| | Air-cooled with internal fans, air flow front |
| | to rear (external ducted air using optional front air plenum) |
| Acoustic Noise | <65 dBA (measured 1 m in front of |
| | cabinet), with external input air plenum/ door |
| Frequency Stability | Internal OCXO: 5 x 10-7ppm per year |
| | With internal GNSS: ±0.5 Hz |
| External Inputs | |
| | GPS/GLONASS, SMA female, 50 ohms, (+5 |
| | V DC @ 100 mA max output for active antenna) |
| 1 PPS/10 MHz Input | SMA Female (rear of exciter/LPU). BNC female (racked systems), user selectable 50 Ohms, or high impedance termination |
| Monitoring Outputs | |
| RF monitor (exciter) | SMA female |
| Mary Collection Fr. | SMA Female (rear of exciter/LPU). BNC |
| 17. 5/ 15/VIII 2 Output | female (racked systems), 50 Ohms |

female (racked systems), 50 Ohms

| ATSC 1.0/2.0 (8-VSB) Specificat | ion |
|---------------------------------|--|
| Power Output (average) | |
| Standards | ATSC A-53, 8-VSB DTV standard |
| Transport Stream Inputs | 2 x SMPTE-310M or ASI (user selectable), 19.39Mb/s |
| Impedance | |
| Input Connector | |
| Signal to Noise, EVM | >30 dB (typical >36 dB), EVM <2.9 (typical <1.5 %) |
| Shoulder Level | <-47 dB (Measured per ATSC doc. A/64B) |
| Sideband Performance | Compliant with FCC emission mask, when measured at the output of GatesAir supplied output filter |
| Harmonic Radiation & Spurious | Meets mask requirements specified in FCC 5th and 6th report and order |

| DVB-T / DVB-T2 / ISDB-Tb / ATSC 3.0 | |
|-------------------------------------|---|
| Power Output (average) | 10W to 19.2 kW models available, measured before mask filter [See power level table] |
| Systems | DVB T: Standard EN 300744 v1.6.1 |
| | DVB -T2: Standard EN 302 755 v1.3.1/1.4.1; TS 102 773 v1.3.1 |
| | ISDB -Tb: Brazil ANATEL standard |
| | ATSC 3.0: Standard A/322:2017 (Physical Layer Protocol) |
| Transport Stream Inputs | 2 inputs BNC female; 75 ohms according to EN 50083-9. Supports seamless switching between ASI/T2MI inputs for DVB-T2 |
| TSoIP / IP Transport Inputs | 2 inputs, 1GbE. IP Transport per ATSC 3.0. Supports seamless input switching. |
| Crest Factor | 13 dB maximum |
| MER | >34 dB (typical >37 dB) |
| Shoulder Level (before mask filter) | <-37 dB (typically < -39dB) |
| Intermodulation | >37 dB |
| Harmonics (after filter) | <-60 dB |
| Central Carrier Suppression | >75 dB |
| DVB-T2 Modes | Supports multiple PLP's (8), MISO, extended bandwidth mode, PAPR Reduction |
| SFN Delay | Static and Dynamic, 0 to 1 second per ETSI TS 101 191 V1.4.1 (2004-06) |





TV Transmitter Technical Engineering Data Sheet

Transmitter Type:

UAXTE-50

UHF, Air Cooled, Solid State Transmitter, 2RU

| Electrical Data: RF Out Put Line Size: Power Amplifier Type: Frequency Range: | N Type Female Broadband PA Pallet 470-750 Mhz | |
|--|--|--|
| Nominal Pre Mask Filter RF Power Output | ~ 75W * | |
| Quantity of PA Blocks: | | |
| Typical Power Consumption | ~575 VA | |
| Power Factor: | >0.95 | |
| AC Main Currents (220-240V 1 Phase) | 5.0Amp | |
| | | |
| | | |

AC Main Configurations: 220-240 Single Phase

Earthing / Grounding: AC safety ground via third wire of mains inlets (PE green wire). AC safety ground should have unbroken connection

back to earth post at mains distribution panel. Threaded ground stud provided on rear of amplifier chassis for connection to rack buss-bar where required by prevailing safety norms. Connection should be via unpainted surfaces

and soldered/brazed for low resistance.

Broadband PA

Main breaker (220-240V 1P): 10Amp

Cooling System:

Cooling system Type: Air Cooled

Air Flow: 1.7 m3/min 60.0 ft3/min

Exhaust air Temperature Rise: 6°C

Environmental:

Transmitter operating Temperature: 0 to 45° C

Transmitter Latent Heat to the Room: (At 25°C Room Ambient): ~525W

Transmitter Noise to the room: =<65dBA

Mechanical:

Transmitter Dimensions:

Width 48.26cm(19in)

Height 8.73cm(3.44in) Depth 58.64cm(23.09in) Single Drive/exciter

Transmitter Weight:

13kg (28.6LBS)

See GatesAir Engineering for additional details.

^{*}Power level varies with frequency for the broadband/ wide band pallet.

^{**}The efficiency changes with frequency and power level,

Technical data is subject to change at any time without notification, GatesAir takes not responsibility for issues caused by the data provided. Local or national laws and electrical codes may also require changes to the data provided and should be reviewed.



TV Transmitter Technical Engineering Data Sheet

Transmitter Type:

VAXTE-100

VHF, Air Cooled, Solid State Transmitter, 2RU

Electrical Data: RF Out Put Line Size: N Type Female Power Amplifier Type: **Broadband PA Pallet** 174-240 Mhz Frequency Range: ~ 120W * Nominal Pre Mask Filter RF Power Output Quantity of PA Blocks: Typical Power Consumption ~1263 VA >0.95 Power Factor: AC Main Currents (220-240V 1 Phase) 8.1Amp

AC Main Configurations: 220-240 Single Phase

Earthing / Grounding: AC safety ground via third wire of mains inlets (PE green wire). AC safety ground should have unbroken connection

back to earth post at mains distribution panel. Threaded ground stud provided on rear of amplifier chassis for connection to rack buss-bar where required by prevailing safety norms. Connection should be via unpainted surfaces

and soldered/brazed for low resistance.

Broadband PA

Main breaker (220-240V 1P):

10Amp

Cooling System:

Cooling system Type: Air Cooled

Air Flow: 1.7 m3/min 60.0 ft3/min rature Rise: 6°C

Exhaust air Temperature Rise:

Environmental:

Transmitter operating Temperature: 0 to 45° C

Transmitter Latent Heat to the Room: (At 25°C Room Ambient): ~1195W

Transmitter Noise to the room: =<65dBA

Mechanical:

Transmitter Dimensions:

Width 48.26cm(19in)

Height 8.73cm(3.44in)

Height 8.73cm(3.44in) Depth 58.64cm(23.09in) Single Drive/exciter

Transmitter Weight: 13kg (28.6LBS)

See GatesAir Engineering for additional details.

Local or national laws and electrical codes may also require changes to the data provided and should be reviewed.

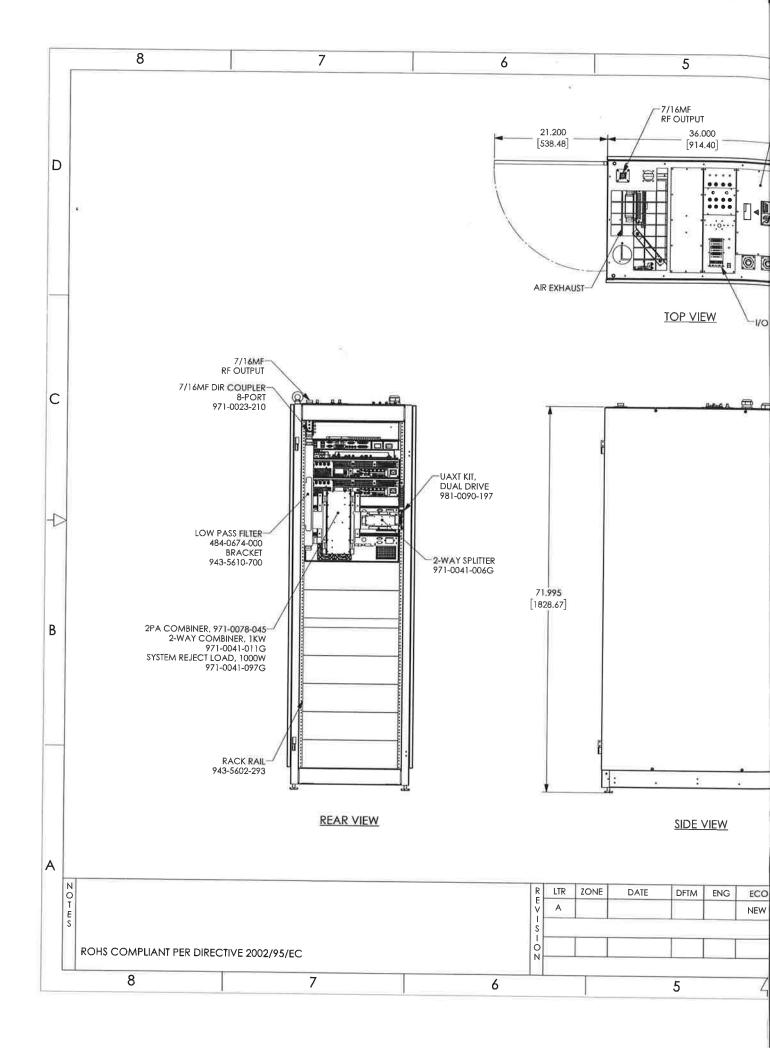
^{*}Power level varies with frequency for the broadband/ wide band pallet.

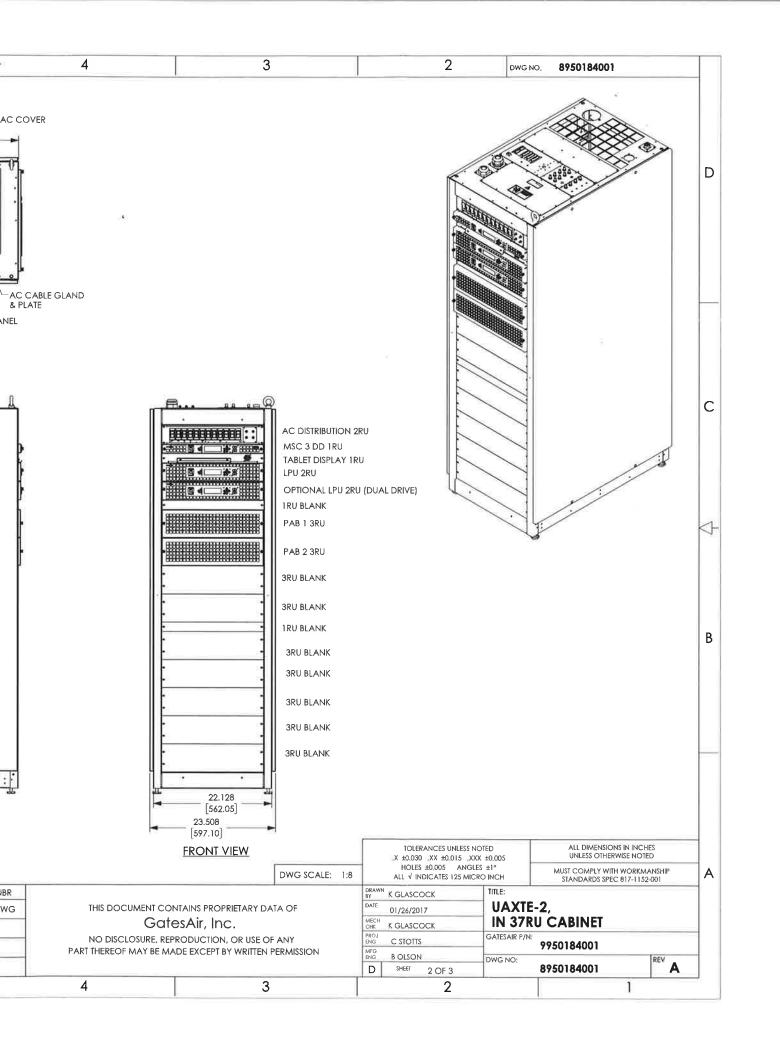
^{**}The efficiency changes with frequency and power level.

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| _ | 8 | | | 7 | | | | (| 5 | | | | | 5 | | |
|-----------|---|------------|--------------|-----------------|-----------------|---|--|----------------|-------------------|------------------------------|-----------------------------|--------------------|-------------------|------------------|---------------------|-------------|
| H | | | CC | IMPONENT | | / | RF POWE | // | ad a | Пуру | | | BVAC (10-100) (9) | | > 6 | |
| | | , CABINETS | ' PA BLOCKS | RF OUTPUT POWER | RF DUTPUT POVER | OUTPUT THE | C MAINS VAILE | CONSUMPTION (1 | POWER CONSUMPTION | TYP POWER F. | AC EFFICIENCY OF | E CURRENT (A) CHAN | LINE CURRENT (4) | LINE CURRENT (A) | RECOMMENDED BREAKES | RECOMME (A) |
| G | MODEL UAXTE-10 | # | # # D | 16 | RF. | \ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \ | 4 | 200 (210) | 190 | 0.98 | 6 | C LINI | NI7 802 | 38 | 10 | REC |
| _ | UAXTE-50 | | 0 | 75 | | YPE ALE) | 10 VAC 1 PH | 575 (600) | 550 | 0.98 | 13 | 5 | | | 10 | |
| | | | | 150 | | N-TYPE (FEMALE) | 100 - 240 | 800 (850) | 785 | 0.98 | 18 | 7 | | | 10 | |
| F | UAXTE-1-1P | | 1 | | 200 | | | 800 (980) | 750 | 0.98 | 29 | 7 | 7 | 7 | 20 | 20 |
| | UAXTE-1-2P | | i | 165 | 400 | 9 | 3 PH + G, DELTA 3 PH + N, WYE PH | 1500 (1600) | 1400 | 0.98 | 30 | 8 | 9 | 8 | 20 | 20 |
| | UAXTE-1 | | | 460 | 600 | 7/16 DIN TYPE (FEMALE) | | 2100 (2400) | 1950 | 0.98 | 33 | 10 | 10 | 10 | 20 | 20 |
| E | UAXTE-2 | | | 910 | 1200 | | | 3900 (4100) | 3700 | 0.98 | 34 | 20 | 17 | 12 | 40 | 30 |
| ₽ | UAXTE-3 | 1 | 3 | 1370 | 1800 | LB | | 5100 (5900) | 5000 | 0,98 | 34 | 29 | 17 | 12 | 60 | 40 |
| | UAXTE-4 | | 4 | 1920 | 2400 | 1-5/8 EIA, UN- FLANGED | 1000 | 7000 (7900) | 6800 | 0,98 | 34 | 36 | 23 | 16 | 70 | 50 |
| D | UAXTE-6 | | | 2730 | 3600 | LA | - 240 VAC - 415 VAC - 240 VAC | 9900 (11800) | 9700 | 0,98 | 34 | 60 | 34 | 24 | 100 | 60 |
| | UAXTE-8 | | 6 | 3600 | 4800 | 3-1/8" EIA, UN- FLANGED | 380 | 13600 (15000) | 13300 | 0.98 | 36 | 72 | 46 | 32 | 100 | - 80 |
| | UAXTE-12 | | 12 | 5400 | 7200 | 3-1/8' EIA, UI | | 20800 (22500) | 20000 | 0.98 | 37 | 60 | 34 | 24 | 100 | 60 |
| C | UAXTE-16 | 2 | 16 | 7200 | 9600 | | | 27000 (32000) | 26500 | 0.98 | 37 | 72 | 46 | 32 | 100 | 80 |
| | UAXTE-24 | 3 | 24 | 18400 | 14000 | . 48 | | 40000 (44000) | 39200 | 0.98 | 37 | 72 | 46 | 32 | 100 | 80 |
| | UAXTE-32 | 4 | 32 | 13500 | 19000 | 4-1/16" EIA, UN- FLANGED | | 54000 (58000) | 52900 | 0.98 | 37 | 72 | 46 | 32 | 100 | 80 |
| B | | | • | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| A S 5. NU | FORE BANDPASS FILTER AL TRANSMITTER OUTPUT L ES NOT INCLUDE OPTIONAL ASURED 1 METER FROM MBER BASED ON DUAL LPI MBER BASED PER EACH C | AND PER | R EACH PHASE | 2 - | D | DNE . | DATE 6/29/1 Power 9/11/1 | consu | s c | S | CO N P619 ers P622 | | | | | |
| | | 8 7 | | | | | | | | N UPDATED POWER LEVELS 6 5 | | | | | | 022 |

| 7 | | 4 | | | | | 3 | | | | | 5 1 | DWG NO. | 8435622500 | - 50 | | |
|--|--|---------------------------------------|---|--------------------|------------------------|---------------|--|------------|---------|--|--------------------------------|------------------------|-----------------------------|--|------------------------------|-------------------------------|---|
| RECOMMENDED BREE 380 - 415E B BREE (5) | RECOMMENDED CORPER (4) PEC 240 V. CORPER | RECOMMENDED COPP. 208 - 240 ED COPP. | RECOMMENDED CORRESPONDED AND STATE CHIMPECANGED | IRE SIZE N, WYE | 13/MIN CO. | EXHAUST TEMS. | TYP HEAT LOAD IN (C) (NOTE 5) (A) (NOTE 5) | S ROOM (W) | 1 / | TOTAL STATE OF THE | WATE 33 (SOM (SOFT) | SOUND LEVEL (QBQ) | | | | ĕ | H |
| | 2.5(14) | 2.5(14) | 2.5(14) | | 1.7(60) | 6 | 174 | 194 | 13(29) | 0.3 (| \neg | <65 | | | | | |
| | 2.5(14) | 2.5(14) | 2.5(14) | | 1.7(60) | 8 | 500 | 525 | 13(29) | 0.3 (3 | 3) | <65 | | | | | |
| | 2.5(14) | 2.5(14) | 2.5(14) | | 1.7(60) | 12 | 650 | 700 | 13(29 |) 0.3 (3 |) | <65 | | | | | F |
| 20 | 6(10) | 6(10) | 6(10) | | 4.5(160) | θ | 535 | 685 | 188(41 | 5) | | <65 | | | | | |
| 20 | 6(10) | 6(10) | 6(10) | | 4.5(160) | 9 | 1000 | 1200 | 188(415 | 55 | | <65 | | | | | |
| 20 | 6(10) | 6(10) | 6(10) | | 4.5(160) | 10 | 1500 | 1800 | 188(415 | 5) | | (65 | | | | | |
| 50 | 6(10) | 6(10) | 6(10) | | 7.36(260) | 12 | 2700 | 2900 | 196(43 | 2) | | <65 | | | | | E |
| 25 | 35(2) | 6(10) | 6(10) | 0-45°C | 10.2(360) | 14 | 3600 | 4400 | 225(49 | 1.0(10) | | <65 FRONT DOOR | | | | | 4 |
| 30 | 35(2) | 6(10) | 6(10) | | 13(460) | 16 | 4500 | 5300 | 283(62 | 4) | | <65 WITH FRONT DOOR | | | | | D |
| 40 | 35(2) | 35(2) | 6(10) | | 16(565) | 17 | 6100 | 8800 | 450(99 | 2) | | <65 FRONT DOOR | | | | | |
| 60 | 35(2) | 35(2) | 35(2) | | 19(670) | 50 | 9600 | 11400 | 566(12) | 472 | | <65 WITH FRONT DOOR | | | | | |
| 40 | 35(2) | 35(2) | 6(10) | | 16(565) | 17 | 13600 | 15400 | 450(99) | 2.0(2 | | <65 FRONT DOOR | | | | | C |
| 60 | 35(2) | 35(2) | 35(2) | | 19(670) | 20 | 17400 | 22400 | 566(124 | | | <65 WITH FRONT DOOR | | | | | |
| 60 | 35(2) | 35(2) | 35(2) | | 19(670) | 20 | 26000 | 30000 | 566(12 | 3,0(3) | 0> | <65 FRONT DOOR | | | | | |
| 60 | 35(2) | 35(2) | 35(2) | | 19(670) | 20 | 36000 | 40000 | 566(124 | 3.0(3 | 10> | <65 WITH FRONT DOOR | | | | | В |
| ₹ | | THIS DO | | | uns propri Air, Inq | | DATA OF | F | E | ALLe ORAVN C S MATE 9-3 | ± ANGI IND TDT -14 | | .13 G MICROS TITLE | ALL DIMENSION UNLESS OTHI MUST COMPLY W STANDARDS SP | ERWISE ITH WOR EC 817- | NOTED KMANSHIP 1152-001 | |
| NO DISCLOSURE, REPRODUCTION, OR USE OF ANY PROJUCTION, OR USE OF ANY PROJUCTION PROJUCT | | | | | | | | | | ROJ C STOTTS NG V OLSON DWG 8435622500 REV | | | | | REV E | A | |
| 7. | | 4 | | | | | 3 | | | | | 2 | | | 1 | 1 | |







GATESAIR

GatesAir efficiently leverages wireless spectrum to maximize performance for multichannel TV and radio services, offering the industry's broadest portfolio helping broadcasters wirelessly deliver and monetize content. With nearly 100 years in broadcasting, GatesAir's exclusive focus on the over-the-air market helps broadcasters optimize services today and prepare for future revenuegenerating business opportunities. All research, development and innovation is driven from the company's facilities in Mason, Ohio and fulfilled by the long-standing manufacturing center in Quincy, Illinois.

GatesAir's turnkey solutions are built on three pillars: Create, Transport and Transmit. The company is best known for powering over -the-air analog and digital radio/TV stations and networks worldwide with the industry's most operationally efficient transmitters. Ground-breaking innovations in low, medium and high-power transmitters reduce footprint, energy use and more to establish the industry's lowest total cost of ownership. Support for all digital standards and convergence with mobile networks ensure futureproof systems.

In television, GatesAir supplies proven, trusted wireless UHF and VHF solutions across all power requirements to support single-station overthe-air broadcasters on up to large national networks. The industry's most reliable software-definable exciters ensure broadcasters can optimize analog networks and quickly transition to digital TV in the field, with support for all major global DTV standards. GatesAir also supplies a wide array of over-the-air accessories to maximize transmitter control, network redundancy and signal compliance — along with installation, commissioning and ongoing support services — to deliver the industry's strongest turnkey approach for customers worldwide.

GatesAir has a well-established, on-the-ground presence in markets around the world. Every day, our more than 300 employees strive to deliver world-class solutions and service to customers in more than 130 countries. And we staff dozens of sales and support facilities in markets as diverse as France, Germany, China, Argentina, Mexico, Singapore, Australia and Dubai. This round-the-world presence ensures that every customer feels comfortable doing business with GatesAir.

Contact Information

+1 513 459 3400

Americas

Americas@gatesair.com

Europe, Middle East Asia and Africa +33 1 47 92 44 20 EMEA-APAC@gatesair.com

For more information, please visit gatesair.com

Global Service Locations



Meeting Customer Requirements

GatesAir is a company that can serve any need — from a single component to the design and deployment of an entire facility. Customers who partner with GatesAir not only gain access to the industry's broadest technology portfolio, they also gain access to a team of industry insiders who will collaborate to specify a broadcast operation's technology requirements by business outcomes — enabling broadcast operations to work smarter, faster and more profitably.

Technology Innovation

For nearly a century, GatesAir has pioneered the technologies that drive the world's leading television and radio broadcast operations. Our legacy of innovation has earned us nearly 250 global patents and more than 50 industry awards. From developing the world's first digital broadcast FM exciter, to helping launch the first commercial DTV station in the U.S., to enabling the first TV broadcast of a sporting event in 3D, GatesAir innovation helps our global customers keep pace with a continually evolving market.

Company Ownership

GatesAir is a portfolio company of The Gores Group, a global investment firm headquartered in Los Angeles, California. Founded in 1987, The Gores Group has approximately \$3.3 billion in assets under management and a diverse portfolio that includes technology, telecommunications, business services, industrial, health-care, media & entertainment, and consumer products.

The Gores Group collaborates closely with portfolio companies to establish viable operational blueprints, launch marketing and product initiatives and determine areas to invest for growth, to build stronger and better companies. For more information, please visit www.gores.com

Global Service and Support

GatesAir provides unrivaled long-term customer support for users of GatesAir-branded hardware and GatesAir-developed software solutions, as well as GatesAir-distributed equipment.

One of the most compelling reasons for selecting broadcast equipment from GatesAir is the level of support you will receive. We call it sustaining support, because its purpose is to sustain your equipment to a level that provides the highest return on your investment. We also want to sustain your confidence in GatesAir as your preferred supplier.

Service Bulletins

Service bulletins are produced to make customers aware of performance improvement, field modifications requirements and other corrective measures when it is considered to be of significant importance to the operation and performance of the equipment.

GatesAir sends the bulletins to the original purchaser or if known, to the current user of the product in question. All bulletins are kept on file in the event there is a request for all bulletins of a particular model.

Update Kits

In addition to the service bulletins mentioned above, GatesAir makes available update parts kits that may be purchased by customers wishing to keep their equipment up-to-date. In cases where the updates involve issues of safety or necessary corrections to meet specifications, the kits are provided at no cost to the end user.

Hardware and Equipment

Our customers can call Field Service during our regular business hours, 8-5 M-F. Customers who require off-air emergency support can call 24 hours a day, 7 days a week and be connected with an on-call engineer. Call +1 217-222-8200 or e-mail: tsupport@gatesair.com; tsupport.europe@gatesair.com; tsupport.europe@gatesair.com; tsupport.europe@gatesair.europe@gatesair.com; ts

On Hand for Timely Delivery

Need something repaired? Notify the service support center for your product and region and call us for a RMA so we know it is coming. The GatesAir in–house technical repair facility provides our customers with the best repair, refurbishment, and upgrade opportunities available. Staffed by technically expert and product knowledgeable engineers and technicians, we perform services ranging from simple troubleshooting and component replacement to complete overhauls and refurbishments of all types of equipment. Our process includes testing your equipment using original factory test procedures. No repaired equipment will be returned until it performs to "as new" functionality or we will contact you to explain the problem and work out an alternative course of action. Need short term replacement modules? Our services also include a rental program, which enables you to stay on the air while your equipment is being repaired. We have over 60 modules available for rent to support the vast majority of GatesAir —built equipment in service. For a complete list of rental equipment please contact the repair call center at 1-888-534-8246.

Onsite Support

When it's critical to have an added level of onsite support, GatesAir has an experienced team ready to assist you:

- → Diagnose, troubleshoot, calibrate and check network interoperability
- → Maintain, proof or evaluate current and existing systems
- ★ Customize onsite support packages specifically to your needs.

Specialized Services

Onsite Field Checkout Commissioning Services: One of our trained engineers will review and verify that your installation meets manufacturer specifications. They will ensure product integration and interfaces for interoperability, and make sure your new or existing project gets online quickly.

GoLive Support Services: For on-air cutovers or system launches. Arrange to have a factory-trained specialist onsite when your system goes live to make sure you have the support you need while you perform this critical operation.

Radio and Television Transmission Services: GatesAir's highly trained, highly experienced staff has installed, commissioned and maintained hundreds of radio and television transmitters worldwide. Transmission onsite field engineers from GatesAir provide these ongoing transmission services:

- ★ Turnkey installations
- → Installation assistance and commissioning
- ♣ Preventive and after-warranty maintenance
- ★ Troubleshooting and equipment repair
- → Program Management

Support Pre-staging

Factory pre-staging is available on large system installs and makes sure everything is working as a complete system before it gets shipped to a remote location. It also reduces onsite setup time. Customers may preview their systems in person by visiting the factory for a Factory Acceptance Test.

Interoperability

Understanding how your existing products will operate with new products is one of the key components to ensuring your systems' interoperability. At GatesAir we recognize this is critical to the build-out success, so we've defined a group of pre-qualified product, guaranteed to be interoperable. Whether your product came from GatesAir or from another third-party provider, GatesAir will test and evaluate the interoperability of those products, before you've designed the complete system. This is the GatesAir Interoperability Evaluation Service. For more information, contact us.

Project Management

Make your next project a huge success with GatesAir's project management services. GatesAir Professional Services allows your organization to leverage our technology leadership, project management, and broadcast and media expertise to build and grow your business. Whether you are upgrading or expanding your current plant, designing a disaster recovery solution, building a new facility, or re-engineering your workflows, GatesAir has consultants that can help you plan and deliver successful projects.

Training

Investing in the industry's most advanced and dependable broadcasting equipment is the first step to building a reliable and efficient operation. The second is securing the knowledge your team needs to maintain and operate your equipment at peak performance. GatesAir is also the only manufacturer to sponsor a training center with a full complement of general training classes as well as GatesAir product courses. Customized training is also available.

International Training

As part of our commitment to helping broadcasters around the world, GatesAir offers an annual two-week training session for broadcast engineers from developing nations. This program is a joint effort between GatesAir and the United States Telecommunications Training Institute (USTTI). Since 1983 over 250 engineers from 60 countries have participated in this program.

Service Agreements

GatesAir Service agreements ensure your products are supported after their standard warranty period expires. Have your service in place to take over when your warranty expires. GatesAir offers multiple levels of Services to fit your individual needs. Let us help you find the right level of support coverage.

GatesAir performs services ranging from simple troubleshooting and component replacement to complete overhauls and refurbishments of all types of equipment. Staffed by expert engineers and technicians, our process includes testing your equipment using original factory test procedures. GatesAir also offers a rental program, which enables you to stay on the air while your equipment is being repaired. We have modules available for rent to support the vast majority of GatesAir—built equipment in service.

World's Largest Transmitter Facilities!

Meeting customer requirements for delivery and quality is foremost for Gatesair. GatesAir maintains an ISO9001 registered transmitter manufacturing facility in Quincy, IL USA.

Several buildings in the Quincy location are dedicated to manufacturing. The main manufacturing building at 30th and Wismann Lane is 125,000 square feet and houses the following functions: Sheet Metal and Machine Shop, Printed Wiring Board Assembly and Test, Cable Assembly, High Power Module Assembly and Test, L-Band/UHF/VHF Product Assembly and Test and FM Radio Product Assembly and Test. There are three leased buildings totaling 55,000 square feet used for AM Radio Product Assembly and Test and Phasor/Antenna Control Unit Assembly and Test. These buildings are located 3 miles north of the main manufacturing facility.

Beyond the manufacturing space in Quincy, Illinois there is a 100,000 square foot administrative building which houses Manufacturing Engineering, Finance, Order Administration, Service, Service Parts, Sales Support and the Order Administration functions. There is also a separate 15,000 square feet building where technical training courses are offered to customers.

Production capacity

In any given day, there are approximately 15 different models of transmitters simultaneously being assembled and tested at the Quincy, Illinois manufacturing facilities:

- FM transmitters, a mix of solid state and tube units
- VHF transmitters, all solid state
- UHF transmitters, all solid state
- L-Band transmitters, all solid state

The mix and volume of product coming out of the GateAir factory is unmatched by any other transmitter manufacturer. The operation runs one full shift per day. There are only a couple of areas where there are 2 shifts running today, so future needs for expanded output will come from more personnel working on a second shift.

\$2-3 million of capital is invested in the Manufacturing operation each year. All GatesAir manufacturing plants are a subject of continuous improvement and capital investment. Most of the capital investment is driven by new technologies, new products and efficiency improvements for the operation. Formal customer acceptance is an option available that demonstrates the product performing to specification, at the same time, giving the customer an opportunity to confirm confidence by inspecting the manufacturing process.

Quality

GatesAir manufacturing facilities have been ISO 9001 registered since December 1994. There is a comprehensive and documented quality system in place that covers all major facets of the operation: the management review process, product design, order administration, inspections, all manufacturing operations, purchasing, equipment calibration, and training. This system is monitored through an on-going internal and external audit program.

There is an intense focus on improving the manufacturing operation. A team of 10-15 people work to transform and change an area. The team is given a very specific mandate on what goals need to be achieved. The team is trained on some very specific principles, which will help them achieve the goals: once piece flow, waste identification and removal, spaghetti diagrams, kanban pull systems, and workplace organization. The team then implements the changes.

To ensure transmitters are manufactured under the most exacting conditions, GatesAir has voluntarily sought and achieved ISO Quality Standard registration. GatesAir is registered with current certification on file for the following manufacturing, testing, environmental and quality standards: ISO 9001:2008 – Certificate of Registration of Quality Management System; ISO 14001:2004 – Certificate of Registration of Environmental Management System; OSHAS 18001:2007 – Certificate of Registration of Occupational Health and Safety Management System

RoHS – All products/parts/materials offered conform fully with Directive 2011/65/EU – European Union (EU) Restriction on Hazardous Substances – sets limits on the use of restricted substances found in electronic equipment: Lead (Pb), Mercury (Hg), Cadmium (Cd), Hexavalent Chromium (Cr-V1), Polybrominated Biphenyls (PBB), Polybrominated Diphenyl Ethers (PBDE).

WEEE Directive — HBC is fully compliant with EU Directive 2002/96/EC— The European Union Directive on Waste from Electrical and Electronic Equipment

Shipping

Our shipping and packing department is the best in the world for getting the orders to the customer on time and undamaged. The Shipping department ships product to over 100 countries each year. There is extensive traffic knowledge on how to ship product anywhere in the world using almost any mode of transportation. The packing and crating for all shipments (domestic and international) is done in-plant. The knowledge gained in preparing shipments for international shipment over the past 40 years is important to making sure the equipment arrives in good condition.



Certificate of Registration of Occupational Health and Safety Management System to BS OHSAS 18001:2007

The National Standards Authority of Ireland certifies that:

GatesAir, Inc. 3200 Wismann Lane **Quincy, IL 62305** USA

has been assessed and deemed to comply with the requirements of the above standard in respect of the scope of operations given below:

Manufacturing, Order Management, Program Management, Supply Chain Management, Sustaining Engineering and Repair of Radio, Television, and Networking Products for use in Broadcast Communications and Related Media Industries.

Approved by: Geraldine Larkin **Chief Executive Officer** Approved by: Lisa Greenleaf Operations Manager

Registration Number: 18.4117X Certification Granted: Sep 04, 2007 Effective Date: Jan 15, 2018

Expiry Date: Feb 22, 2019







Certificate of Registration of Quality Management System to ISO 9001:2015

The National Standards Authority of Ireland certifies that:

GatesAir, Inc. 3200 Wismann Lane Quincy, IL 62305 USA

has been assessed and deemed to comply with the requirements of the above standard in respect of the scope of operations given below:

Manufacturing, Order Management, Program Management, Supply Chain Management, Sustaining Engineering and Repair of Radio, Television, and Networking Products for use in Broadcast Communications and Related Media Industries.

Approved by: Geraldine Larkin Chief Executive Officer

9

Approved by: Lisa Greenleaf Operations Manager Lisa Sheerby

Registration Number: 19.1841/A Certification Granted: Dec 22, 1994 Effective Date: Jan 15, 2018

Effective Date: Jan 15, 2018 Expiry Date: Feb 22, 2019







Certificate of Registration of Environmental Management System to ISO 14001:2015

The National Standards Authority of Ireland certifies that:

GatesAir, Inc. 3200 Wismann Lane Quincy, IL 62305 USA

has been assessed and deemed to comply with the requirements of the above standard in respect of the scope of operations given below:

Manufacturing, Order Management, Program Management, Supply Chain Management, Sustaining Engineering and Repair of Radio, Television, and Networking Products for use in Broadcast Communications and Related Media Industries.

Approved by: Geraldine Larkin Chief Executive Officer App Lisa Ope

Approved by: Lisa Greenleaf Operations Manager Lesa Sheerly

Registration Number: 14.4127X Certification Granted: Sep 04, 2007 Effective Date: Jan 15, 2018 Expiry Date: Feb 22, 2019 0



National Standards Authority of Ireland, 20 Trafalgar Square, Nashua, New Hampshire, NH 03063, USA T +1 603 682 4412