



PROPOSED AGENDA ITEM

MEETING DATE: September 24, 2015

SUBJECT: Purchase of Equipment for the Emergency Generator Upgrade

SUBMITTED BY: Terri L. Birchard, Business Manager

DESCRIPTION:

Facilities Manager Del VonVolkenburg contacted three PA Co-Stars vendors to receive quotes for the equipment to be used in the Emergency Generator Upgrade project.

Equipment quotes received were as follows:

Kelly Generator and Equipment	\$ 38,465
Cleveland Bros.	55,195
Dynatech	73,000

RECOMMENDATION:

Motion to approve the purchase of the equipment for the Emergency Generator Upgrade project from Kelly Generator and Equipment in the amount of \$38,465



Providing Dedicated Power Generation Service Since 1992

Kelly Generator & Equipment of PA & WV, Inc.
295B Delwood Rd. • Butler, PA 16001 • Phone: 724.256.9788 • Fax: 410-257-5280

Proposal

Date: 9/18/15

Job Name: Erie County Technical School

Attn: Delbert VonVolkenburg

Sales Rep: Matt Miller **E-Mail:** mmiller@kge.com

Estimator: Matt Miller

We are pleased to quote the following:

Quantity 1 - Generac industrial gas engine driven generator, 9.0L V-8 engine, consisting of the following features and accessories:

- Fuel system - Natural gas
- SG0150KG189.0S18HPSYE
- Stationary Emergency-Standby rated
- 150 kW Rating , synchronous alternator, wired for 277/480 VAC 3 Phase, 60 HZ
- Permanent magnet excitation
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital microprocessor:
 - Two 4 line x 20 displays, full system status
 - 3 phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20 ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; Programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- Electronic governor Frequency regulation, isochronous Steady state regulation +/-0.25%
- 225A UL CB, 100% Rated,
 - Electronic Trip, LH
- 30A UL CB, 100% Rated,

Date of Acceptance

Authorized Signature

YES / NO
Release Immediately

PO #

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GENERAC

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- Electronic Trip., RH
- Sound attenuated, Level 1 Acoustic enclosure
 - Industrial Grey enclosure, powder paint finish
- 710 CCA, 27F battery
 - w/rack installed
- 10AMP battery charger-installed
- Battery heating pad, installed
- Battery charging alternator
- Battery cables
- Battery tray
- Fuel shut-off solenoid valve
- Solenoid activated starter motor
- Air cleaner and oil filter with internal bypass
- Oil and antifreeze
- Oil and radiator drain extensions
- Vibration isolators between engine/alternator and base frame
- Standard flex exhaust
- Air duct adapter
- Block Heater 1500W
- Engine run relay
- 21 Light remote annunciator - surface mount
- Standard set of 3 manuals
- IBC Seismic Certified
 - OSHPD seismic cert preapproval
- Listed to standard UL2200
- Standard Electronic Governor
- EPA Certified
- 5 year basic warranty

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PRICE INCLUDES:

4 hour Load Bank Test during normal business hours

4 hour Owner Training during normal business hours – **This is to be scheduled separately from start-up of load banking. It is the electrical contractors' responsibility to schedule the required personnel to be there.**

Additional charges will apply for repeat visits.

KGE is to assume reasonable access within normal business hours to conduct **Load Bank Testing**, Owner Training, and start-up with Basic Training and Demo up to 1 hour at time of start-up unless otherwise indicated.

Start-up will be billed separately from equipment. **Equipment must be paid in full, prior to scheduling Start-up.**

Freight:

FOB from Generac to jobsite by common carrier offloading and rigging by others.

Total Price: \$38,465.00 **Plus Any And All Applicable Taxes*

PLEASE NOTE THAT ALL SALES ARE FINAL-NO RETURNS WILL BE ACCEPTED AFTER PURCHASE

***QUOTE PREPARED WITH SPECIFICATIONS 263214 AND DRAWINGS E000.**

Current manufacturer's lead time is 8 to 10 weeks ARO and Deposit.

This lead time is subject to change at any time by the factory.

CLARIFICATIONS:

- NETA and Infrared Testing is to be conducted by a 3rd party. KGE is not an independent testing agency.
- This Proposal supersedes any other correspondence you may have received from KGE, Inc. pertaining to this project.
- It is the customer's responsibility to verify all information before placing an order.

ADD ALTERNATE PRICING:

- **Planned Maintenance Contract per customer provided specifications:**

1 year PMI contract Semi-Annual visits

\$920.00

Initial Acceptance

***NOTE: Please add any and all Add Alternate pricing accepted to the Total Price above.**

Terms: **Net 30 days**, pending credit approval. I/We understand that all credit transactions are "NET 30 Days" unless otherwise specified, and I/We agree to pay within those terms. I/We also agree to pay all reasonable interest charges, collection and/or legal fees should this account become delinquent. **Pricing is good for 30 days.**

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*Consult salesman for delivery times. FOB: Factory. Freight allowed to jobsite on flatbed truck with offloading by others. *NO FUEL, FUEL PIPING, EXHAUST PIPING, EXHAUST INSULATION, OR RIGGING OF EQUIPMENT INCLUDED. PRICE DOES NOT INCLUDE THIRD PARTY TESTING OF THE EQUIPMENT. *Thank you for your consideration. If we can be of any assistance, please contact this office. *We will make any sale of any of the above-described material only upon our acceptance of a purchase order and/or this signed proposal from you for a specific quantity and delivery date. Any such sale shall be subject to our ability to supply the material and shall be upon the terms and conditions of this proposal, which shall be deemed to be part of any purchase order submitted by you and shall supersede and control any other or different terms or conditions of such purchase order regardless of any provision to the contrary therein. Our acceptance of any purchase order will not be, and shall not be deemed to be acceptance of any provision thereof that is in conflict with or modifies any term or condition of this proposal. **Acceptance of Kelly Generator & Equipment, Inc. proposal is expressly limited to the Terms and Conditions of contained herein. All orders are subject to manufacturers' cancellation fee, a minimum of 20%. Order cancellation requests must be in writing.** FOB factory. Upon signing above, this proposal shall become a valid and binding contract between customer and Kelly Generator & Equipment, Inc. This contract shall be governed by and subject to Kelly Generator & Equipment, Inc.'s standard contract terms and conditions, which terms and conditions are incorporated herein by reference. Customer acknowledges receipt of said standard contract terms and conditions. The individual signing above hereby certifies that he is authorized to bind customer to all terms of this contract. **START-UP MUST BE PERFORMED WITHIN 365 DAYS OF SHIPMENT OF UNIT FROM GENERAC POWER SYSTEMS IN ORDER TO VALIDATE THE UNITS WARRANTY.**

1. If the Customer cancels its order and Kelly Generator is assessed a cancellation fee by the manufacturer, the Customer shall be liable to Kelly Generator for the full amount of any such cancellation fee assessed by the manufacturer against Kelly Generator.
2. Other than the manufacturer's warranty, Kelly Generator makes no warranty, whether express, implied or otherwise under this agreement. To the fullest extent permitted by law, Kelly Generator disclaims any and all warranties, whether express, implied or otherwise, not expressly set forth herein.
3. Customer hereby expressly and irrevocably waives any and all rights to a trial by jury.
4. Customer hereby expressly and irrevocably consents to the exclusive jurisdiction in the district and/or circuit courts of Calvert County, Maryland. Customer further agrees that any and all disputes with Kelly Generator that in any way relate to this agreement shall only be filed in the district and/or circuit courts of Calvert County, Maryland, and in no other courts.
5. In the event Kelly Generator incurs any attorney's fees, expert witness fees and/or legal costs or expenses in connection with (i) the enforcement and/or interpretation of this agreement, (ii) any dispute with the Customer that in any way relates to this agreement, and/or (iii) any third-party claim against Kelly Generator that is the result of any act and/or omission by the Customer, the Customer agrees to indemnify Kelly Generator for any and all attorney's fees, expert witness fees and/or legal costs or expenses actually incurred by Kelly Generator.
6. In the event that Kelly Generator is named or made the subject of any claim or suit by any third-party in any way arising out of this agreement, Customer shall indemnify and hold harmless Kelly Generator, and its principals and/or employees, against any and all such claims, suits, liability and/or judgments, including attorney's fees and costs, including expert witness fees in regard to same.
7. To the extent permitted by law, Customer agrees that any claims against Kelly Generator that in any way relate to and/or arise out of the agreement shall be limited to the amount the Customer actually pays to Kelly Generator under this agreement. The Customer agrees that in no event shall Kelly Generator be liable to the Customer for any consequential damages in any amount, and Customer hereby waives any and all claims against Kelly Generator for any and all consequential damages in any amount.
8. To the extent permitted by law, any claims that the Customer has against Kelly Generator that in any way relate to and/or arise out of the agreement shall be filed within one (1) year from the date of any such claim accrues. Customer hereby expressly and irrevocably waives any and all rights and/or benefits under the "discovery rule" as it relates to the accrual of any claims against Kelly Generator. As an express condition precedent to filing a claim against Kelly Generator, Customer must provide written notice of the claim to Kelly Generator within ninety (90) of first becoming aware of the claim.
9. This Agreement, including its formation, performance and enforcement, shall be governed by Maryland law (without concern for conflicts of law principles), and shall be considered the mutual workmanship of the undersigned parties.
10. This agreement contains the entire agreement between the parties in relation to the matters described herein and no inducements or promises other than as expressly set forth herein have been given or received in return for same. All negotiations and/or communications leading up to this agreement are merged herewith and shall not form the basis for any legal rights, claims or defenses in relation to any litigation or otherwise.
11. Nothing in this agreement is intended to confer nor shall act to create (either contractually or otherwise) any third-party beneficiary status, rights or remedies upon any person or entity other than the Customer and Kelly Generator.
12. Customer acknowledges that no oral representations have been made to induce Customer to enter into this agreement that are not contained in the agreement, and that Customer is not relying on any oral representations that may have been made prior to entering into this agreement.
13. This agreement shall only be amended by a writing signed by both the Customer and Kelly Generator.
14. The provisions of this agreement are severable. If any provision of this agreement is determined by a court of competent to be invalid and/or unenforceable, the remaining provisions of this agreement shall not be affected thereby.
15. Payment shall be due within thirty (30) days from the date of the invoice. Interest shall be assessed on all past-due amounts at the rate of 1.5% per month.
16. The fulfillment of any and all obligations of Kelly Generator are expressly contingent upon and subject to accidents, breakdowns, strikes, riots, sabotage, insurrection and/or war, delays, interruptions in and/or failure of source materials, supplies, equipment, labor and/or transportation, and to acts of God, or any other causes and/or conditions, whether of like or different nature, affecting Kelly Generator and/or beyond Kelly Generator's reasonable control. Kelly shall not be responsible or liable for any losses resulting from any of the foregoing occurrences.
17. No retain age will be allowed unless agreed to in writing by Kelly Generator & Equipment, Inc.
18. Goods held beyond delivery date for convenience of Applicant will be invoiced on the date of completion and terms of payment in such case will apply from the invoice date. Such goods will be subject to charges for warehousing and other expenses incident to such delays.
19. Submittals on hold for approval and release for 90 days or longer will be subject to any price increases by the Manufacturer.
20. Owners Manuals (O & M's) will be sent to the customer upon receipt of final payment.

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