



45145 OCEAN COURT  
 STERLING VA 20166-2345  
 Phone: 703-889-1180  
 Fax: 703-631-8019

To: CITY OF HYATTSVILLE  
 4310 GALLATIN STREET  
 HYATTSVILLE MD 20781  
 Attn: Mike Schmidl  
 Phone: 3019855010  
 Fax:  
 Email: ACCOUNTS-PAYABLE@HYATTSVILLE.ORG

Date: 11/29/2021  
**Proj Name: HIPOWER**  
**GB Quote #: 0239436849**  
 Release Nbr:  
 Purchase Order Nbr:  
 Additional Ref#  
 Valid From: 11/29/2021  
 Valid To: 12/29/2021  
 Contact: Kurt Metting  
 Email: kurt.metting@graybar.com

**Proposal**

We Appreciate Your Request and Take Pleasure in Responding As Follows

- Notes: QUOTE PER OMNIA CONTRACT #EV2370**
- SEE ATTACHED SUPPLIER BOM AND TERMS FOR MORE INFORMATION**
- CURRENT ESTIMATED LEADTIME IS 18-20 WEEKS**
- ALL SALES ARE FINAL - NO RETURNS AFTER RELEASE**

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	KELLY GENERATOR	HIPOWER HRJW 240 TF4		\$121,932.43	1	\$121,932.43
200		1 EA	KELLY GENERATOR	ADD ALT - ASSEMBLIES/TE MP CABLES		\$3,205.41	1	\$3,205.41

**Total in USD (Tax not included): \$125,137.84**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

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Signed: \_\_\_\_\_

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1955 Dale Lane • Owings, MD 20736 • Phone: 410-257-5225 • Fax: 410-257-5280  
Providing Dedicated Power Generation Service Since 1992

# Proposal

Date: November 24, 2021

Job Name: **City of Hyattsville - 4633 Arundel Place**

## We are pleased to quote the following:

Quantity 1 – HiPower HRJW 240 TF4

- **Power as per HiPOWER Data sheet**
  - Power per genset (ISO 8528) 192 kWel
  - Engine Make John Deere
  - Engine Type 6068HFG06
  - Engine Speed 1800 rpm
  - Frequency 60 Hz
  - Generator voltage Rental V
  - Phase Rental
  - Temp Rise 105 °C
  - Exhaust Emissions (EPA) TIER 4 FINAL
  - Radiator Design Temperature 50 °C
- **SYSTEM CONFIGURATION**
  - **STARTING AIDS**
    - 10 Amps-12/24V NRG battery charger UL-Listed, model NRG22-10-RC (NFPA 110 Complying) - Supplied loose
- **ENGINE CONFIGURATION**
  - **Engine Description**
    - JOHN DEERE 6068HFG06, Long-life, heavy-duty, 4-cycle, direct injection engine.
    - EPA Certification Tier Level 4 FINAL
- **GENERATOR END CONFIGURATION**
  - **Generator End Description**
    - STAMFORD UCDCI 274 J, Brushless, PMG Excited, Four Pole Rotating Field,
    - Class H Insulation (105 °C Temp. Rise), IP23. Single Bearing. 2/3 Pitch Winding.
    - MX341 Automatic Voltage Regulator
- **CONTROL PANEL CONFIGURATION**
  - **Cont. Panel Description**
    - Digital controller with auto and manual start as well as parallel capability. with push button reset. LCD Display that offers AC metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads
- **PAINTING**
  - **Painting Details**
    - Base skid is epoxy-polyester powder painted - Standard RAL9005 color
    - Enclosure is epoxy-polyester powder painted - Standard RAL7035 color.
- **ADDITIONAL OPTIONS CONFIGURATION**
  - Tandem axle - surge brakes
- **WARRANTY**
  - Standard limited Warranty 2 Years/3500 Hours



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## Proposal

### Price Includes:

2 hour Load Bank Test during normal business hours

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 is included but will be billed separately from equipment. **Equipment must be paid in full, regardless of NET payment terms, prior to scheduling start-up. Additional charges may apply if equipment checklist requirements are not met.**

### Freight:

FOB from Generac to jobsite on flatbed tractor-trailer, common carrier offloading and rigging by others. If an alternate address is requested after the freight carrier is in possession, reconsignment fees will be charged.

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

**\*QUOTE PREPARED WITHOUT SPECIFICATIONS OR DRAWINGS.**

**Current manufacturer’s lead time is 18 to 20 weeks.  
This lead time is subject to change at any time by the factory.**

### Clarifications:

- KGE is not an independent testing agency, the following tests to be done by others at their expense (i.e., NETA, Infrared, Exhaust System Back-pressure, Emissions Test, Voltage/Frequency Transient Stability Tests, Harmonic-Content Tests, Noise Level Tests, Leak Tests, Fuel Tank Pressure & Leak Tests)
- Video recording is not included with training.
- Reasonable access within 50 ft of the generator to include parking for technicians during testing timeframe.
- To meet local sound code, please provide local ordinance and distance from the generator to the property line.
- This proposal supersedes any other correspondence you may have received from KGE, Inc. pertaining to this project.
- Generac’s warranty begins at time of Startup or within one year of shipment whichever comes first. ASCO’s warranty begins at shipment. Manufacturer warranty dates are at the discretion of the manufacturer and are not negotiated by KGE. For information about the terms of any other warranty please consult your sales representative/ sales engineer
- It is the customer’s responsibility to verify all information before placing an order.
- KGE Inc., reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic/pandemic including changes in laws, regulations, by laws or direction from a competent authority.
- In the event an order has a component needing mounting to the generator at a secondary location (i.e. tank, enclosure, etc.), the entirety of the equipment and freight will be charged when the generator ships from the manufacturer.
- In the event that the customer is paying by credit card and the PO exceeds \$10,000, a 3% credit card processing fee will be assessed. If the customer resides in a state or territory that does not allow the assessment of credit card processing fees, ACH, check, or bank wire will be the only acceptable payment options.
- Fuel Not Included



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# Proposal

**Add Alternate Pricing:**

- Quantity 9** – 4/0 50’ Assemblies, Temporary Cable
- (2) 4/0 50’ Lengths per phase, neutral & ground, (9) Total per Generator
    - (2) Black, (2) Red, (2) Blue, (2) White, (1) Green
  - Male and Female CAMLOCKS

**Initial Acceptance** \_\_\_\_\_

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

**Authorized Representative Name (print):** \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Purchase Order Number:** \_\_\_\_\_

Terms: I/We understand that all credit transactions are “**NET 30 Days**” unless otherwise specified, and I/We agree to pay within those terms, pending credit approval. 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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## Proposal

\*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.