

**Waterford Condominium
3333 University Blvd., West
Kensington, Maryland 20895**

BID FORM – New Emergency Generator

Company: Fidelity Power Systems

Address: 25 Loveton Circle
Sparks, MD 21152

Contact Person/Telephone Number: Benjamin Ludwig 443-752-4797

We have reviewed the specifications and drawings for the installation of a new emergency generator at Waterford Condominium, 3333 University Blvd., West, Kensington, Maryland 20895.

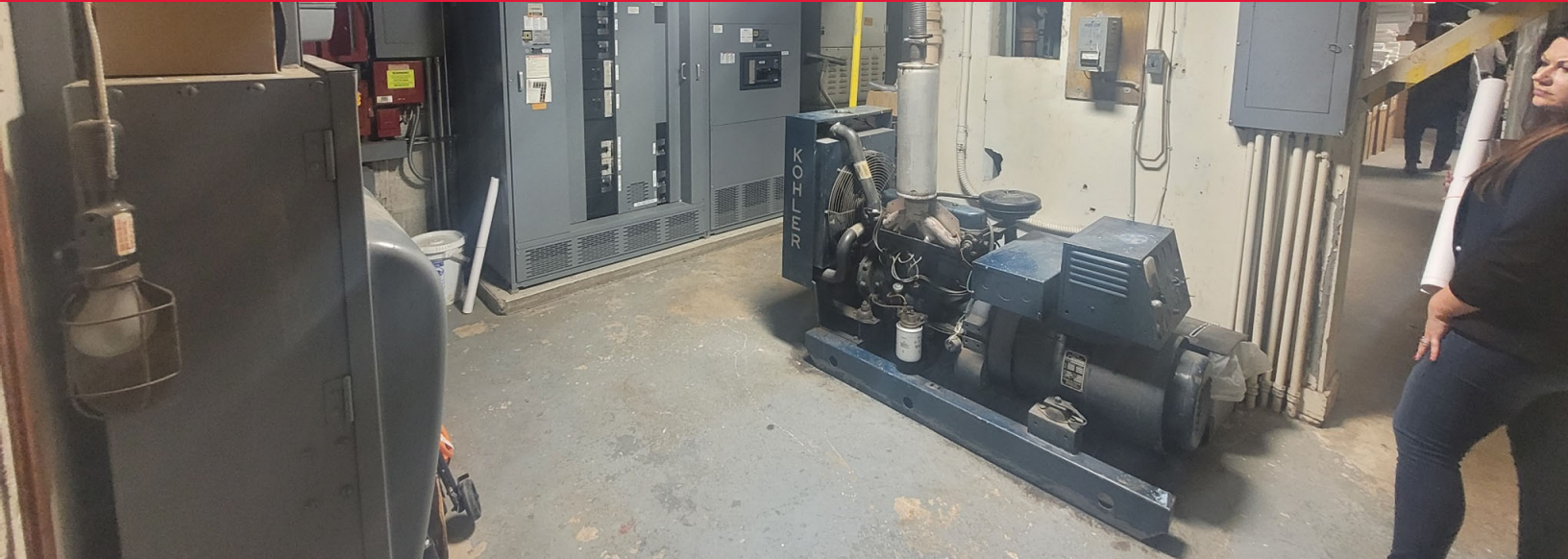
We propose to perform the work required, in accordance with the information on drawings E-1, E-2 and E-3 which include specifications and supporting information and in compliance with all applicable local and Federal codes.

Our price to install the emergency generator is:

\$ 312,968.14

Please return this form to: Joseph T. Fama, PE Email – jtf@us.net

TURNKEY AGREEMENT



Presented to

Waterford Condominium
Joseph T. Fama
3333 University Blvd, West
Kensington, MD 20895

Prepared by

Benjamin Ludwig
Project Manager | Fidelity Power Systems
(443) 915-1110 | bludwig@fidelity-ps.com
3/14/2024

Fidelity Power Systems® is one of the nation's largest distributors of KOHLER® generators and power systems. We offer a full line of commercial, industrial, and residential emergency power systems, including stand-by generators, automatic transfer switches, paralleling switchgear, and replacement parts.

Fidelity Power Systems has a long and successful history of delivering reliable backup power solutions to companies of all sizes. Dedication to reliability, innovative solutions, and continuous advancements allows Fidelity Power Systems to be a top name in power generation in the Mid-Atlantic.

Fidelity Power Systems' award-winning service teams are staffed with factory-trained and authorized service technicians who specialize in emergency power systems, supporting commercial, industrial, health care, critical facilities, and more.

3/14/2024

Quotation #: KS24

Dear Joseph,

Thank you for the opportunity to submit our proposal for this scope of work. We look forward to a successful partnership and hearing from you soon.

If we can be of further assistance or help answer any questions you may have, please feel free to contact us directly.

Respectfully,

Benjamin Ludwig

Project Manager

Email Address: bludwig@fidelity-ps.com

Cell: 443-915-1110



EXECUTIVE SUMMARY

Supply and install new 150kW Kohler generator. 150REOZJF, 208V, 3phase, Sound housing 75dba, UL-142 doublewall base tank 48-hours of runtime 583-gallons, 600amp circuit breaker, 5-year factory warranty.

Supply and install (2) Kohler 200amp automatic transfer switches.

KSS-ACTA-0200S – 208V, 3pole, 200amps, NEMA 1

PROPOSED SCOPE OF WORK

- Per specifications and drawings.
- Start up and program equipment.
- Perform a transfer test and confirm operation of equipment.
- 2-hour load bank test at 100% rated load on new generator.
- Five – year factory warranty on all Kohler equipment and One – year warranty on all labor and materials.

NOTES –

Deduct if Alum. Wire is used of \$9,100.00 to total price.

One month rental of towable generator included any additional months will be extra in the form of a change order.

Lead time from factory is 52 weeks for generator and 10 weeks for transfer switches. However we have three 150kW generators coming in this year that can be reconfigured to meet the requirements for this project. Due In Aug 2024.

CLARIFICATIONS

- Proposal is valid for 30 days
- All work to be done during normal business hours, unless noted otherwise
- Proposal based on current/standard equipment lead times. Lead times are subject to change
- The equipment and services listed in this proposal constitute the only items being offered and are our interpretation of the scope/specification and application requirements as agreed upon by the Customer
- Old equipment removed by Fidelity Power Systems will become their property and is their responsibility to dispose of properly.

EXCLUSIONS

- Engineered drawings and/or permits, including air permits
- Deficiency reports or pre-demo readings
- Energy meters
- Generator fuel (fuel to be provided by customer and not included as part of this proposal)
- Wall cutting, patching, and painting, including building penetrations
- Testing and removal of hazardous materials
- Wage scale, bond, liquidated damages or OCIP participation
- Building commissioning assistance
- Landscaping
- Mechanical work, unless noted otherwise
- Delay or costs due to COVID-19 and/or unit/site access
- Quick ship fees and/or dedicated truck (shipping)
- Fire and life safety controls/interlocks, including key switches and indicator lights
- Leveling and rework associated with existing equipment pads
- Service, commissioning, and/or repair of existing/remaining equipment, exhaust systems, louvers, switches, and tanks.
- Building louvers as required for indoor unit installations, unless noted otherwise
- Generator system load verification, unless noted otherwise
- Demolition of existing system equipment, unless noted otherwise
- Minority participation
- Building structural verification and/or work, including GPR or X-Ray
- Temporary back-up power (i.e. rentals), unless noted otherwise



TERMS & CONDITIONS

Throughout this Agreement:

Waterford Condo's shall be known as the **OWNER/BUYER**.

Fidelity Power Systems® shall be known as the **SELLER/CONTRACTOR**.

Notwithstanding any provision in the bid documents to the contrary, if as a result of the COVID-19 epidemic, Fidelity Power Systems work is delayed, disrupted, suspended, or otherwise impacted, or if, subsequent to the date of the Proposal, any COVID-19 guidelines and/or regulations are enacted by the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable state or local agencies having jurisdiction over Fidelity Power Systems home office and/or the location of the Project, then Fidelity Power Systems shall be entitled to an equitable adjustment to the Project schedule and to the contract price. This provision is an essential term of this Proposal and shall be incorporated by reference into the contract.

All acts in fulfillment of this order which are done outside of the State of Maryland are intended and shall be construed as interstate commerce and not as business done by Seller as a foreign corporation in any other state; no claims or rights to the contrary shall be asserted.

Seller will extend standard Manufacturers warranties on equipment furnished under this contract but no other service or guarantee is given unless otherwise stated in this form. The contractor guarantees all workmanship, equipment and material for the period specified on the first page of this contract, from the date the system is started up for the beneficial use of the Owner, or upon completion of the Contractors work defined herein, whichever occurs first.

This contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcity, strikes, either on the work done this contract or any other work affecting the same directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, lack of material, delays of transportation, acts of Government, including but not restricted to priorities and allocations, regulations, or any other Government agency, judicial authority, acts of God, or any other cause beyond the Sellers ability to obtain materials with priorities, allotments, or certificates, as furnished by the Buyer.

Deliveries may be withheld at any time if Seller believes that Buyers credit has become impaired or if payments are not promptly made as provided herein, but Buyer remains liable for all shipments previously made and for damages suffered by the Seller. In the event Buyer requires Seller to delay shipment or erection of the equipment under this order, payment for the equipment shall not be withheld on such account and Buyer agrees to pay to the Seller any increased cost of loss caused by said delay. In the event the Buyer breaches this contract in any manner, the Seller shall be under no obligation to make further shipments and may elect to forfeit the deposit and any other payments on account as liquidated damages, or the Seller may pursue any legal or equitable remedy as provided by law. In the event the Buyer shall return the said property without the consent in writing of the Seller, the latter may store the same to the order and at the expense of the Buyer. In case of default in the terms of payment, as stated herein, the Buyer agrees to pay the full amount of indebtedness due, plus charges and fees stated on the first page of this contract.



TERMS & CONDITIONS (CONTD.)

It is understood that the Seller will be provided with all the usual construction services such as light, power, water, toilet facilities, storage space, trash removal from common trash site, and any other space requirements including free and unobstructed access necessary in conjunction with this Proposal without cost to Seller.

The title and ownership of goods called for and furnished hereunder shall remain with Seller until full and final payment therefore shall have been made by the Buyer. In case of default, Seller may repossess the goods covered hereunder, wherever found, and shall not be liable in any action of law, on the part of Buyer, for such reclamation of its property, nor for the return of any money or monies which may have been paid by the Buyer in part payment therefore. The Buyer shall provide and maintain adequate insurance for the equipment herein specified against loss or damage by fire or other causes during the time between delivery and final payment, in an amount fully protecting the Seller, and loss or damage by fire or other causes within such period shall not relieve the Buyer from his obligation under this contract.

Any changes which increase the cost of erection to the Seller such as, but not limited to, architectural changes, interference with other trades, relocation of equipment, duct work, grilles, registers, piping, insulation, etc. shall be considered extra work not included in the price quoted in this Proposal. The additional cost of this work will be billed to the Buyer.

Back Charges: No claim for services rendered or materials or equipment furnished by the Buyer to the Seller or purportedly on behalf of the Seller shall be made unless authorized in writing by the Seller unless the Seller shall have unreasonably refused to give such authorization.

Liability of Seller arising out of the design, manufacture, sale, erection or performance of the equipment hereunder, or its use whether on the warranties or otherwise, except as herein provided, shall not in any case exceed the cost of correcting defects in the equipment or workmanship. No claim for consequential damages shall be made by the Buyer. In no event shall the Seller be liable for liquidation or other damages suffered by the Buyer unless agreed to herein. Seller shall not be liable for any defective material repaired or replaced without Seller's written consent.

Orders submitted on Buyer's own purchase form, which forms may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms and provisions herein contained, are accepted by the Seller only upon condition and with the express understanding that notwithstanding any such statements, clauses, or conditions, contained in any order forms of Buyer, the liabilities of Seller shall be determined solely by its own terms and conditions of sale, and in accepting and consummating any such order Seller shall not be deemed in any way to have changed, enlarged, or modified its liability or obligations as fixed by the terms and conditions of sale stated by Seller herein.

Payment to the Seller of amounts due under this contract shall not be contingent upon, nor shall it be delayed by, prior payment of any insurance claim to a third party by the Buyer or representative thereof.



QUOTATION #: KS24

SCOPE OF WORK INVESTMENT*

TOTAL PROPOSED PRICE = \$ 312,968.14

* Taxes not included in pricing above. If your organization has tax exempt status, please provide tax exempt paperwork.

PRICING POLICY

- Pricing valid for thirty (30) days unless extended by Fidelity Power Systems.
• If bond required, add 2% to total price.
• A service charge of 1.5% per month will be applied to all balances over thirty (30) days unless customer and Fidelity Power Systems mutually agree otherwise.

PAYMENT TERMS & SCHEDULE

- Net 30 days, Fidelity Power Systems retains title to said property and accessories until paid in full.
• Payment Schedule:
o 50% Due within 30 days of order
o 40% Due when generator ships from factory
o 10% Due on day of startup and commissioning

Waterford Condo's

FIDELITY POWER SYSTEMS

Signature _____
Title _____
Print Name _____
Date _____

Signature _____
Title Sales Manager
Print Name Alex Lori
Date _____

PLEASE SIGN AND RETURN TO:

By Email: bludwig@fidelity-ps.com

By Mail: Fidelity Power Systems
25 Loveton Circle
Sparks, MD 21152
ATTN: Benjamin Ludwig

By Fax: (410) 891-1516

FIDELITY POWER SYSTEMS WILL SIGN AND RETURN A FULLY EXECUTED HARD COPY TO YOU FOR YOUR RECORDS.



THANK YOU

Contact Us

Benjamin Ludwig

Project Manager | Fidelity Power Systems

(443) 915 1110

bludwig@fidelity-ps.com