

PROPOSAL SUMMARY

TO: THE TOWN OF LANDIS
LANDIS, NORTH CAROLINA

GENTLEMEN:

The undersigned has carefully examined the Specifications and hereby declares that he will furnish the following items in the Specifications for the following prices:

	<u>Total Price</u>	<u>Applicable N. C. Sales Tax</u>
Three 15.5 KV Circuit Breakers	\$ <u>102,878.00</u>	\$ <u>N/A</u>

Additional Comments, Explanations, or Exceptions

PROPOSAL (Continued)

Applicable Price Terms

Marketing Engineer	Stephen Fulco
Title	Bidder
6/26/2023	By JST Power Equipment
Date	30 Skyline Drive
	Lake Mary, FL 32746
	Address

STATE OF NORTH CAROLINA
TOWN OF LANDIS
COUNTY OF ROWAN

AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes

I, Stephen Fulco (hereinafter the "Affiant"), duly authorized by and on behalf of JST Power Equipment (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the Marketing Engineer (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Town of Landis informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 26th day of June, 2023

Stephen Fulco
Affiant

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

Sworn to and subscribed before me, this the ____ day of _____, 20__

[SEAL]

Notary Public: _____

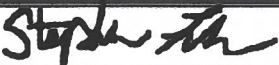
My commission expires: _____

Name of Counterparty: _____

IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not on list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

	6/26/2023
Signature	Date
Stephen Fulco	Marketing Engineer
Printed Name	Title



**POWER
EQUIPMENT**

Commercial Offering Letter

Customer:	City of Landis	Quotation No.:	Q23-OD1028
Customer Contact:		Version:	A
Project Name:	Substation Circuit Breakers	Quote Date:	6/26/2023
Warranty	54 – 60 Months	Bid Validity	30 Days
Lead Time (ARO)	18 - 20 weeks	Payment Terms:	100% Net 30 Days
Ship to:	Landis, NC.	Currency:	USD \$ - US dollar
INCOTERMS-2020:	CPT	Total Price:	\$102,878.00
Supplier:	JST Power Equipment, Inc.	Prepared by:	Stephen Fulco
Phone:	321-321-8716	JST Contact Email:	sfulco@jstpower.com



Dear City of Landis,

We, at JST Power Equipment, Inc., value the opportunity to present our commercial offer for the project **Substation Circuit Breakers**. JST is proud to present this offering and confident it will meet your expectations. Please refer to separate documents for Proposed Bill of Material and Technical Offering.

We look forward to your consideration of this proposal and will be pleased to answer any questions you may have.

Scope of Supply & Works (Equipment/ Material / Service)

Item List and Pricing Information

Item	Qty	Description	Total Net Price (USD)
10	3	15.5kV 1200A Outdoor Circuit Breaker OD3Mag™ Substation Breaker, Outdoor , rated for 15kV , 1200A , 25kA , consisting of (1) frame fully assembled and tested. Refer to item bill of material for details.	\$99,978.00
20	1	CPT INCOTERMS 2020 Carriage Paid to: Landis, NC JST offer includes standard In-land Packing.	\$2,900.00
TOTAL Price US\$			\$102,878.00
Optional Offerings:			

In the event of an order the following items must be included with PO document.

- PO must reference JST quote number and Version level.
- PO line items must list the selected products from the Item List above.
- Agreed terms and conditions.
- Requested ship date, per line item.
- Ship To address with contact name and phone number.
- Commercial and technical contact names and phone numbers.
- If applicable, include resales tax certificate.

Project Lead Times:

- Phase I: (Physical Drawings) Front View, Floor Plan, Section View, Nameplate Schedule
- Phase II: (Electrical Drawing) Electrical Bill of Material, 3-line & Breaker Schematic
- Phase I & II Drawings will be submitted for approval **6** weeks after receipt of purchase order documents.
- Two (2) weeks for customer approval and return to JST with comments.
Note: Delays in return of approval drawings may affect product ship date and could be subject to additional cost.

- Phase III: Connection (Wiring) Diagrams will be submitted **3 to 4** weeks after return of Approval Drawings with release to manufacture.
- Manufacturing Lead Time will be **18 - 20** weeks after release to production.
- Final "As-Built" Record Drawings: JST will submit record drawings and OM Manuals **2 to 3** weeks after shipment of the equipment.
**Due to supply chain impacts that continue to affect our industry, our primary relays' provider Schweitzer Engineering Laboratories (SEL) has extended its delivery time to 25 weeks, resulting in an increase to the overall delivery time of the switchgear. Other relays' suppliers may offer considerably shorter delivery times and can be proposed for this project should the customer accept. JST would be happy to submit a revised proposal based on your acceptance of equivalent devices.*

Prices:

All prices are quoted in US dollars, EXW (ex-works), unless freight line item is purchased.

Bid Validity:

JST offer is valid for **30 Days** unless changed by written request and approved by JST.

Payment Terms:

JST offers payment terms of **100% Net 30 Days** from date of delivery.

Taxes:

JST offer does not include Federal, State or Local taxes, tariffs, excises, fees or duties of any kind.

***Shipment:**

The following INCOTERMS shall apply **CPT**

JST will load equipment onto flat-bed truck or enclosed-van for shipment to **Landis, NC**

Offer includes JST standard inland packing.

**Actual freight costs shall be reassessed at time of delivery. Any cost overage shall be added to the final invoice.*

Cancellation:

Orders may be terminated by Buyer only by written request. Buyer may choose to cancel the entire or a single line item of the contract. In any event, JST reserves the right to charge Buyer for cancellation per the following schedule:

15% - prior to submittal of Approval Drawings.

35% - after submittal of Approval Drawings.

75% - after release for Production.

100% - after start of Production.

Payment will be Net 30 days from date of invoice.

Warranty Period:

JST offers a warranty period of **54** months from date of installation and startup, not to exceed **60** months from date of shipment.

Contract Terms and Conditions:



26-Jun-23

Quote No.: **Q23-OD1028**
Version: **A**

This offering is based on purchaser's acceptance of JST Power Equipment Terms & Conditions of Sale, Form TC10101, or otherwise mutually agreed upon Terms & Conditions.

In any case, the follow statement shall apply:

In no event shall JST's liability for any claim, expense, loss or damage exceed the purchase price of the Products actually paid by the Buyer, regardless of the legal or equitable theory asserted. In no event shall JST be liable for any indirect, collateral, incidental, special, exemplary, punitive, or consequential damages. This limitation of liability shall also apply to JST's affiliates, partners, principals, shareholders, directors, officers, employees, agents, successors, and assigns.

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