

Coastal Power Products

QUOTE

P.O. Box 339 Danbury, TX 77534
www.coastalpowerproducts.com

Seller: Coastal Power Products
Contact: Luke Davenport
Phone: (713) 725-8006
Email: luked@coastalpowerproducts.com

Buyer: City of Sweeny
205 W Ashley Wilson Rd
Sweeny, TX

QUOTE DATE	RESIDENCE / BUSINESS	PREFERRED INSTALL DATE	PAYMENT TERMS
09/08/2023	Residence	TBD	50% down / remaining balance due upon completion of installation
ITEM #	DESCRIPTION		LINE TOTAL
	<ul style="list-style-type: none"> - EMERGENCY STAND-BY GENERATOR PURCHASES: RFP 2023-07-01 - Kohler 80kW Liquid-Cooled Standby Generator: <ul style="list-style-type: none"> o UL 2200 listed generator set o Standby Rated, 120/240V, 3 phase, 4 wire, 60 hz o Electronic Isochronous Governor o 50° c/122° f unit mounted radiator o Controller, APM402 Microprocessor based with ±0.5% VR o 250 amp main line circuit breaker, 100% rated, TM o Sound-attenuated enclosure with internal silencer o Engine jacket water heater - 120VAC o Starting batteries, cables, and 10 amp float-equalize charger o Standard factory tests at 0.8pf as detailed below o Field startup and on-site test with site load o One Year system warranty - Kohler 400 Amp Automatic Transfer Switch: <ul style="list-style-type: none"> o 3 pole, solid neutral, 240Vac, 3 phase, NEMA 3R enclosure o In-phase monitor, ±0.5% voltage and frequency sensing o Programmable inputs, outputs, exerciser, and time delays - Generator Slab & Location - generator set and secured to poured slab west of existing A/C equipment - labor and materials included - Generator Delivery - Generator set and secured to concrete slab - labor and materials included - Electrical Installation <ul style="list-style-type: none"> o Rework electrical service to allow installation of ATS o Install main disconnect at electrical service location with ATS o <u>The property will be without power for at least the majority of a day when changing over the electrical service - temporary generator to power loads not included</u> - Electrical installation to install transfer switch and connect generator to transfer switch - labor and materials included - electrical conduit secured to exterior wall from ATS to generator - New Gas Service - <u>cost for new service not included in quote</u> (to be handled by city) - new gas meter located within 10' of generator location - Plumbing installation to tie generator into new natural gas service - generator gas line in trench from gas service to generator - labor and materials included - Privacy Fence -6' privacy fence with access gate around generator location - Generator plans, permits, start-up, testing, registration, and customer orientation included 		\$77,820.00

<u>INCLUDED</u>	- Surge Protector - <u>INCLUDED</u>	<u>INCLUDED</u>
OPTION	- OmniMetrix - Cellular Monitoring - labor, equipment, 1 st year cellular, and 1 st year monitoring included - \$1,100 <u>ADDER</u>	OPTION
OPTION	- Annual Maintenance - Kohler 80kW - one visit per year - \$525 - one visit per year - \$775 - two visits per year	OPTION
NOTE	- Equipment Lead Time - current factory estimated lead time is about 10 months for this equipment - Coastal Power Products has no control over the actual delivery schedule of equipment - Number of days required to complete bid are dependent upon actual production schedule of manufacturer and are outside of the control of Coastal Power Products	NOTE
NOTE	- Equipment pricing is firm unless there is a price increase by the manufacturer	NOTE
NOTE	- Expedited Lead Time - possibility of expedited equipment procurement at additional cost - can be finalized upon request	NOTE

SUBTOTAL	\$77,820.00
SALES TAX	(8.25%) -
TOTAL	\$77,820.00
Price includes 2.5% discount for cash or check payment	

Quotation prepared by: Luke Davenport

Please review and sign attached Coastal Power Products - Conditions of Sale prior to acceptance of this quotation.

To accept this quotation, sign here and return: _____

Thank you for your business!

Coastal Power Products - Conditions of Sale

1. Quotations:
 - a. Quotations automatically expire 30 calendar days after quotation date (unless indicated otherwise) and are subject to termination or modification by written notice within that period.
 - b. Clerical, estimating, and other errors by Coastal Power Products and/or its representatives are subject to correction before sale is confirmed.
2. Sales and Other Taxes:
 - a. Seller's quoted or published prices do not include any present or future sales tax, use tax, excise tax or duty of any nature whatsoever unless specifically stated otherwise.
 - b. On sales to Texas Buyers, Seller is obligated to charge, collect, and remit Sales Tax to State of Texas, unless Buyer submits a valid exemption certificate to Seller. Such Sales Tax shall be added to the invoice and must be paid by Buyer to Seller.
 - c. On sales to Buyers outside of the State of Texas, it is directly the Buyer's obligation and responsibility to remit any such taxes or duties when due, directly to applicable governmental tax agencies.
3. Prices and Freight Charges:
 - a. Prices, as set by others, i.e. manufacturers and/or suppliers to Coastal Power Products, are subject to change without notice before sale is confirmed.
 - b. Price information published in catalogs or price lists is not a definite offer to sell. Such prices should be confirmed before placing order.
 - c. All orders are shipped F.O.B. Shipping Point or our warehouse in Angleton, TX unless specified otherwise.
4. Credit, Terms of Payment, Service Charges:
 - a. Upon Seller's request, Buyer must promptly supply credit references so that satisfactory credit may be established by Seller; otherwise sales will be made on a C.O.D. basis with a down payment and full payment required prior to shipment.
 - b. Terms of payment for generator sales and installation are 50% down payment with the remaining balance due at time of completed installation or delivery. Terms of payment for parts and service sales are 30 days after date of invoice for customers with approved Coastal Power Products credit account or at time of delivery of parts or service completion for all other customers.
 - c. No percentage of any invoice may be withheld as a retainer, or other set-off, without written consent of the Seller.
 - d. If Buyer's credit standing at any time is not satisfactory to Seller or if payments due to Seller are in arrears over 60 days, Seller reserves the right to suspend work on current orders, and/or withhold shipment of same until payment of all amounts in arrears shall be received. Seller shall be held harmless from any damages that result due to such delays.
5. Order Acceptance:
 - a. Orders accepted by Seller are subject to these Conditions of Sale.
 - b. No order shall be processed until Seller receives a bonafide Purchase Order or Quote signed by the Buyer.
6. Cancellation or Returns:
 - a. Orders placed cannot be cancelled or changed without express consent of Coastal Power Products in writing, and shall be subject to payment by Buyer to Seller for any losses, costs or other expenses incurred by Seller by reason of such cancellation or change.
 - b. Buyer cannot return equipment or materials to Seller without express consent of Seller in writing. If authorization is granted, the Buyer assumes responsibility for any restocking and handling charges levied against Coastal Power Products by its suppliers or service providers.
7. Shipping Dates, Penalty Clauses:
 - a. Shipping dates quoted or promised are based on Seller's (1) best estimates, (2) information provided by suppliers and/or freight agents, and (3) prompt receipt of all necessary information from Buyer.
 - b. All promises as to date of shipments are made in good faith, and the Seller will endeavor to keep such promises by taking every reasonable precaution in the placing of its orders and obligating the manufacturers in every way possible to insure their carrying out their agreement, but since all manufacturers in accepting orders specifically deny any liability for consequential damages, this proposal is made with the distinct understanding that Coastal Power Products is not liable for damages of any character whatsoever consequential upon delays in shipments unless in particular cases where the measure of damage is covered by special agreement and in such cases delays due to strikes, fires, delays in transportation and other causes beyond our reasonable control must be understood as entitling Coastal Power Products to corresponding extensions of time.
 - c. Seller will not accept any liability arising from penalty or liquidated damages clauses of any kind, written or implied, unless specifically approved in writing by an officer of the Seller at the time the order was accepted.
 - d. Seller does not assume any responsibility for costs incurred by Buyer for specialized off-loading equipment when the shipment has been reasonably effected according to the instructions of the Buyer and/or its agents.
8. Storage Charges, Delayed Shipments:
 - a. If equipment is manufactured and made available in accordance with the Buyer's delivery date instructions, and delivery is delayed or deferred by Buyer, for the convenience of Buyer, the equipment will be invoiced on the date of availability for shipment, and terms of payment shall apply from invoice date.
9. General:
 - a. Seller is not responsible for damage to equipment through acts of God, improper use, unauthorized repair or modifications, or attempts to operate equipment above its rated capacities or in abnormal environments.
 - b. Failure of Seller to insist on strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies which Seller may have, hereunder or by law.

Buyer or Buyer's Agent: _____

Date Signed: _____

**CITY OF SWEENY
REQUEST FOR BIDS
FOR
PURCHASE OF ONE (1) EMERGENCY STAND-BY GENERATOR**

BID NO. 2023-07-01

BID OPENING DATE: Friday, 08/25/2023 at 2:00 PM

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Sweeny to contract for the following: **PURCHASE ONE (1) NEW EMERGENCY STAND-BY GENERATOR.**

SPECIFICATIONS FOR THE PURCHASE OF ONE (1) NATURAL GAS-POWERED ENGINE, 80KW GENERATOR INSTALLED AT THE DESIGNATED LOCATION

Please read your specifications thoroughly and be sure that the generator offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted, and you are the successful bidder, it will be required that the generator is furnished as specified. You may add additional pages as needed.

COMMUNITY CENTER / EMERGENCY OPERATIONS CENTER (EOC) GENERATOR

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

Stand-by Generator 80KW

Kohler KG80R

- UL 2200/UL Certified
- Standby rated, 120/240V, 3 phase, 4 wire, 60 hz
- Electronic Isochronous Governor
- 50 degrees Celsius / 122 degrees united mounted radiator
- Controller with integral thermal overload protection, remote E-stop switch 2 input / 5 output programmable module for remote indication.
- Standard Limited Warranty
- Installation warranty for labor
- Corrosion-proof sound enclosure
- Runs on Natural Gas or Propane
- Delivery to generator site location, offload and placement
- Startup, onsite testing, owner training, warranty initiation and installation at designated location
- Battery and battery installation

(1) Automatic Transfer Switch- 800 Amps

Kohler KSS 400 Amp ATS

- Three pole, 240V, three phase
- Standard limited warranty
- Corrosion resistance enclosure
- Installation including mounting

Generator and Auto Transfer Switch Installation

- Poured concrete pad along back wall (south) of the Community Center and to the west of the of the ground A/C units. Pad approximately 60" x 140" x 8"
- Electrical installation – labor and materials to include:
1. Rework existing electrical service to allow for auto transfer switch installation.
 2. New main disconnect for utility service to be installed.
 3. Complete connections from ATS to generator
 4. All copper wiring.
- Plumbing: Running & connecting lines to generator.
 - Construct 6' privacy fence with access gate around pad site.
 - Initial fill of diesel tank
 - Deliver equipment to site and set / secure generator in place.
 - Coordinate installation with Texas – New Mexico Power (TNMP) and ATS approval.
 - Startup and testing with site load.
 - Training for city staff members for operation and basic maintenance.
 - Warranty for labor and materials for at least 1 year.

WARRANTY: Please Specify

1 year manufacturer's warranty is included; extended warranties available

WARRANTY SERVICE PROVIDER: Provide Physical Address and Contact Phone Number

Coastal Power Products - 1321 CK 47 Angleton, TX 77515 - 979-983-7010

One (1) Operators and Maintenance/Parts Paper Manual and
One (1) Operators and Maintenance/Parts Digital Copy shall be included.

BID ALTERNATE (1) : Annual Routine Maintenance Contract – 5 Years:

Please Specify Terms: \$525 one visit per year
\$775 two visits per year

BID ALTERNATE (2): Remote Monitoring:

Please Specify Terms: OmniMetric Cellular monitoring - \$1,100 - year 1

NO LOGOS OR ADVERTISEMENT OF ANY KIND ON ANY PART OF EQUIPMENT EXCEPT MANUFACTURER.

DATE

9/8/2023

SIGNATURE



TYPE/PRINT NAME

Luke Davenport

TITLE

Owner

LEGAL COMPANY NAME

Davenport-Tribble LLC dba
Coastal Power Products

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Sweeny, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Sweeny should examine the following:

- Are any employees or board members of the organization,
 - a City of Sweeny employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Sweeny employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Sweeny:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Sweeny Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

I have no conflict of interest to disclose.

I have the following conflict of interest to disclose:

Date: 9/8/2023

Company/Vendor Name
Coastal Power Products

Printed Name and Title:
Mike Davenport - Owner

Authorized Signatory:


HOUSE BILL 89 VERIFICATION

I, Luke Davenport, the undersigned representative of Coastal Power Products, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

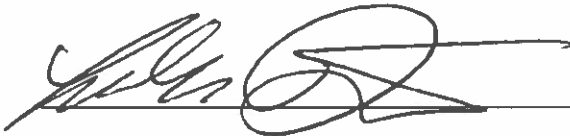
1) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned

subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Coastal Power Products

TYPE/PRINT NAME AND TITLE:

Luke Davenport - Owner

DATE:

9/8/2023

SENATE BILL 13 VERIFICATION

I, Huke Davenport, the undersigned representative of Coastal Power Products, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and
2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Huke Davenport - Owner

TYPE/PRINT NAME AND TITLE:

9/8/2023

DATE:

SENATE BILL 19 VERIFICATION

I, Huke Davenport, the undersigned representative of Coastal Power Products, (Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
 - a) means, with respect to the entity or association, to:
 - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

1) A firearm means:

- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
- b) a sport shooting range as defined by Section 250.001, Local Government Code.

2) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
- b) has two or more firearm entities as members; and
- c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Mike Davenport - Owner

TYPE/PRINT NAME AND TITLE:

9/8/2023

DATE