



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

March 1, 2022

Honorable Andrew Joyce, Chairman
Albany County Legislature
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Legislative approval has been granted to allow for purchases totaling more than \$100,000.00 and to make budget line changes.

Albany County has entered into a grant contract with the State of New York, Division of Homeland Security and Emergency Services for the 2020 Statewide Interoperable Communications Grant.

The aforesaid contract was awarded in the amount of \$1,200,054.00.

Resolution #33 of 2022 authorized an over \$100,000.00 expenditure of \$315,635.00 for the purchase of two generators from Better Power, Inc., of Rochester, N.Y. This pricing was based on a price quote provided on August 26, 2021, which was valid for 60 days.

Due to pricing increases over the last six months the quote has increased to \$334,691.10 a difference of \$19,056.10.

Based on the pricing increase we are requesting an amendment to Resolution #33 of 2022, by changing the authorized expenditure to Better Power Inc. for the amount of \$334,691.10, reimbursable through grant funding.

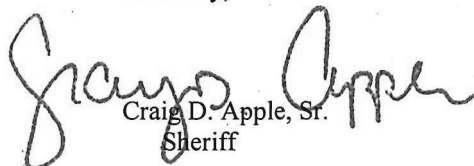
There are no matching funds required.

The grant performance period is 01/01/21 through 12/31/22.

This grant contract was authorized under resolutions 21-435.

Should there be any questions, do not hesitate to call.

Sincerely,


Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : MARCH 1, 2022

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLE SR
 COMMITTEE MEETING: PUBLIC SAFETY

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION X
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT (SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____

THE SHERIFF'S OFFICE IS LOOKING TO AMEND RESOLUTION 33 OF 2022 TO REFLECT A PRICE INCREASE IN THE PURCHASE OF TWO GENERATORS. THE ORIGINAL QUOTE PROVIDED TO US WAS \$315,635.00. THE ACTUAL COST WILL BE \$334,691.10

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) X
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____
 RELEASE OF LIABILITY _____
 OTHER: (STATE BRIEFLY) _____

RESOLUTION NO. 33

**AUTHORIZING AGREEMENTS WITH MOTOROLA SOLUTIONS, INC. AND
BETTER POWER, INC. REGARDING PURCHASES FOR THE E-911
FACILITY**

Introduced: 2/14/22

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into agreements with Motorola Solutions, Inc. and Better Power, Inc. for the purchase of equipment at the new E-911 Dispatch Center in a total amount not to exceed \$792,247 using grant funding from the 2020 Statewide Interoperable Communications Grant, and

WHEREAS, The Sheriff indicated that Motorola Solutions, Inc. and Better Power, Inc. are both under state contract through the cooperative purchasing network, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Motorola Solutions, Inc., Woodcliff Lake, NJ 07677 for the annual maintenance and licensing fees for radio equipment at the new E-911 Dispatch Center in an amount not to exceed \$476,610, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Better Power, Inc., Rochester, NY 14624 for the purchase of two generators for the new E-911 Dispatch Center in an amount not to exceed \$315,637, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

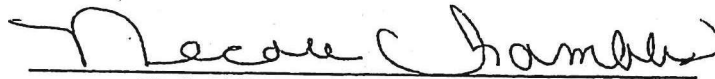
Adopted by unanimous vote - 2/14/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14th day of February, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 15th day of February, 2022.



Clerk, Albany County Legislature

RESOLUTION NO. 435

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 STATEWIDE INTEROPERABILITY COMMUNICATIONS GRANT AND AMENDING THE 2021 SHERIFF'S OFFICE BUDGET

Introduced: 11/8/21

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2020 Statewide Interoperability Communications Grant-Formula Based Funding in an amount of \$1,200,054 for a term commencing January 1, 2021 and ending December 31, 2022, and

WHEREAS, The Sheriff has indicated that the aforementioned grant funds will be utilized to purchase backup generators for the new 911 Communications Center, annual maintenance for P-25 compliant equipment and P-25 compliant portable radios, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the aforementioned grant funding into the 2021 Sheriff's Office Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2020 Statewide Interoperability Communications Grant-Formula Based Funding in an amount of \$1,200,054 for a term commencing January 1, 2021 and ending December 31, 2022, and, be it further

RESOLVED, That the 2021 Sheriff's Office Budget is hereby amended as follows:

Increase Revenue Account A3306 Homeland Security by \$1,200,054

Increase Appropriation Account A3110.2 by \$1,200,054 by increasing Line Item A3110 2 2100 Communication Equipment by \$1,200,054

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 11/8/21

Mr. A. Joyce abstained.

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8th day of November, 2021, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 9th day of November, 2021.


Clerk, Albany County Legislature



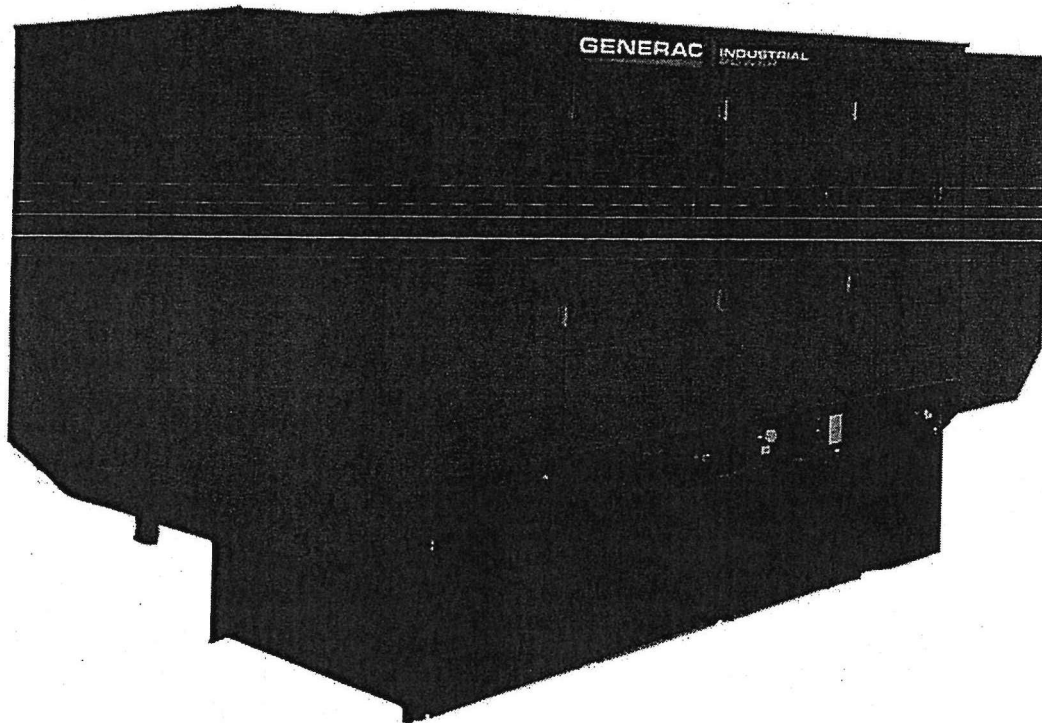
Sarah VanStaalduinen
Manager of Government Sales
Better Power, Inc.
200 Mile Crossing Blvd. Suite 1B - Rochester, NY 14624
Tel: 800-475-1321 | sarah@betterpower.us

February 10, 2022
Quote 40825

To:
Douglas C. Miller
Grants Manager/Critical Incident Coordinator
Albany County Sheriff's Office
16 Eagle Street
Albany, New York 12207
Office (518) 487-5022
Cell (518) 727-9380
E-mail: doug.miller@albanycountyny.gov

Contract PC69013
version effective
as of 10/20/2021

Better Power is a Contract holder for the NYS H.I.R.E. Multiple Award Contract # PC69013



Example of a Generac SD Series Industrial Diesel Generator
End product may differ from example based on site requirements

Below is your NYS Contract Quote which includes the following:

- Freight to your location
- Factory authorized startup, testing, & warranty registration
- Training for staff at your location

EXECUTIVE SUMMARY – Suitable for use in your PO

\$161,935.20 Contract Item # GENSD300103GPS: Quantity 2 (\$80,967.60 ea.) Generac SD series diesel generator package: 300kW 208V three phase. Model SD0300GG17103D18HPYY30AH1.

\$ 18,742.50 Contract Item # GENL2SD275300S: Quantity 2 (\$9,371.25 ea.) Level 2 steel sound attenuated generator enclosure.

\$ 28,488.60 Contract Item # GENSDTK275-300S: Quantity 2 (\$14,244.30 ea.) Diesel fuel tank upsize from standard 31hr tank to 72hr extended sub-base fuel tank with external vents and fill.

\$ 40,670.00 Non-Contract Items: Quantity 2 (\$20,335.00 ea.) Addition of the following to the generator configuration: 1200A LSI electronic breaker with shunt trips and auxiliary contacts, motorized enclosure dampers, enclosure heater, alternator strip heater, and 12' fuel tank vent extensions.

\$ 3,244.50 Contract Item # GENW5SD200-300S: Quantity 2 (\$1,622.25 ea.) 5-year comprehensive extended generator warranty. Replaces the standard 2-year limited warranty.

\$ 49,718.00 Non-Contract Item: Quantity 2 (\$24,859.00 ea.) ASCO 300 Series Automatic Transfer Switch: 1200A 208V three phase, 3-pole solid neutral, non-service rated.

\$ 13,545.00 Non-Contract Item: One (1) ASCO 300 Series Manual Transfer Switch: 1200A 208V three phase, 3-pole solid neutral, non-service rated.

\$ 6,747.30 Contract Item # LBTNFPA005S: Quantity 2 (\$3,373.65 ea.) 4-hour testing: NFPA trailerized load bank. Includes cabling, connection, testing and disconnection.

\$ 11,600.00 Non-Contract Items: 2-year equipment maintenance plan (includes two visits/year for each quoted generator and transfer switch. Includes o-site leak testing for fuel tanks prior to startup and training service.

\$334,691.10 Total for above equipment & options, including startup, delivered

Prices shown are valid for 30 days. Please contact us to reconfirm pricing after 30 days.

CONTRACT REFERENCE:

View the H.I.R.E. Contract generator pricelist for this Multiple Award Contract at the following link:
https://online.ogs.ny.gov/purchase/spg/pdfdocs/3823223173PL_BetterPower.pdf

View Additional Contract Reference at the following link:
<http://www.betterpower.us/contract-reference>

LEAD TIME:

As of quote date equipment lead time is approximately 27-33 weeks. Lead times are approximate, and shipment dates cannot be specified or guaranteed. The factory will ship each item as it is ready. Storage is not included, so please be flexible in receiving the shipment.

PLEASE NOTE:

- **Pricing includes freight** to your facility meeting the following shipping address requirements:
 - **Transportation is included within the 48 contiguous states.** Delivery address must be a location accessible by tractor trailer or flatbed truck, via land only. Additional charges for shipping and handling after the first drop off point are at the customer's expense.
 - **If the delivery point is changed, there will be a change-of-address charge** and possibly re-delivery charge. If the generator cannot be unloaded at the time of delivery, there will be a re-delivery charge.
 - **The included prepaid shipping for industrial generators will be on a flatbed trailer.** Unloading and rigging are the responsibility of the customer.
 - **You will need to supply the unloading equipment**, such as a forklift with extensions for smaller units, or a crane for lifting the generator off of the flatbed trailer and positioning it on the pad.
 - **Lifting Precautions:** You may need a spreader bar to avoid deforming the sheet-metal housing on some units.
 - **Liftgate Delivery:** Liftgate delivery is not available for diesel generators or units over 22 kW.
 - **Contact Information:** Please provide the phone number and email of the contact for the shipper to call prior to delivery, to be sure your personnel are ready to receive the shipment, and for delivery status updates. An authorized person must be available during normal business hours to inspect & sign for the equipment.
- **Unloading, rigging, storage, and installation** are not included.
- **Installation of options and additional services** may be done by the startup company at additional charge, or by the owner's contractor.
- **Better Power, Inc. is an electrical wholesale distributor.** We do not do installations or perform maintenance or repairs on the equipment we sell.
- **National Code:** The equipment we supply meets national code requirements. If you have additional state or local code requirements, please check with us to meet those requirements.
- **Electrical Inspector:** Please consult your electrical inspector with site questions since we at BPI are not electricians.
- **Additional information** is available on our website: www.betterpower.us

STEP BY STEP PURCHASING GUIDE FOR H.I.R.E. CONTRACT CUSTOMERS:

1. Send a Purchase Order (PO) or call with a Credit Card or Purchasing Card. If you do not use POs, we will provide you with a Letter of Commitment to complete and return.
2. Please call if you do not hear from us within 48 hours of faxing or emailing a PO to make sure we have received it. Electronic POs not reaching the destination can cause lengthy delays.
3. Frequently the items requested will ship at different times. If so, we will need to invoice you at the time of receipt of each item. Please indicate whether you will accept **multiple invoices** on (one) Purchase Order, or whether you will issue **multiple POs**, one for each major item.
4. Copy or refer to the quoted list of equipment & services in your PO to confirm the purchase.
5. Reference the H.I.R.E. **Contract # PC69013** when buying on Contract.
6. **NYS Vendor # 1000008177** (Statewide Financial System - SFS)
7. Because we are a small business, we would appreciate if you would **assure funds are sequestered, encumbered, or otherwise set aside** so they cannot be diverted by other agencies.
8. As a Small Business (Certification #P0317675) we appreciate whatever you can do to expedite payment of your PO. On your PO, please indicate how and when you will pay. Payment is due Net30 from your acceptance of the equipment as appearing to be in good condition. Since we supply equipment only, our invoice is due when you receive the equipment, without waiting for installation, and there is no retainage of any kind. Purchase will be charged at shipment, or earlier at your request.
9. Indicate the **Ship-To address, contact person, cell phone number and email.**
10. Make sure that your receiving personnel inspect the shipment for damage. If there is any damage, they must have the trucker sign your copy of the paperwork that the shipment was delivered "damaged". Otherwise, the trucker may deny the claim for damages. Ideally, receiving personnel would also take a digital photo (which can be emailed) of any damage to facilitate the claim. Please call us if there is any damage.
11. You are protected by the factory's warranty. Please contact us for help if you have any problems.
12. See the owner's manual for the required maintenance to keep the warranty in force.

Life Safety Equipped. Generac industrial generators, when properly installed, include the equipment necessary to qualify for NFPA 110, Level 1 Life Safety by the National Fire Protection Association. **Life Safety may be required for the following applications, to comply with code per NFPA-110:**

- Elevator
- Oxygen or life support equipment that requires electricity
- Facility used as an emergency shelter
- Industrial processes where current interruption would produce serious life safety or health hazards
- Fire detection and alarm systems, and fire pump/sprinkler system pumps
- Building over 75 feet tall
- Public Safety communications systems
- Health care loads greater than 120kW
- Essential ventilating and smoke removal systems
- Life safety illumination (Lighting allowing safe egress or exit signs without battery backup)

OVERVIEW:

State Contract makes it easier to procure backup power:

- In most cases, you no longer have to spend time on the hassle, delays, and expense of bidding.
- You may not need an engineering firm to prepare bid specifications, or lawyers for advertising.
- The State has already done the shopping, negotiated the pricing, and checked references for you
- In many states, all levels and types of government operations and even non-profits can use the Contract

Hundreds of Generators and related items are included on this Multi-State Contract:

- Large permanently mounted automatic generators, for any size building
- Mobile (towable) units to bring power where most needed in an emergency
- Mobile light towers to fully illuminate up to seven acres in all types of applications
- Portable generators to use at emergency sites

Other Equipment offered:

- Flex-Safe portable barriers – Set up, pack up, switch signs, all within seconds
 - LEX Products cabling and power management equipment for towable generators and light towers
-

Questions?

Please call or email with any questions. We look forward to serving you!

Sincerely,



Sarah VanStaalduinen
Manager of Government Sales
Better Power, Inc.
A NYS & Federally Certified WBE



Sarah VanStaalduinen
Manager of Government Sales
Better Power, Inc.
200 Mile Crossing Blvd. Suite 1B - Rochester, NY 14624
Tel: 800-475-1321 | sarah@betterpower.us

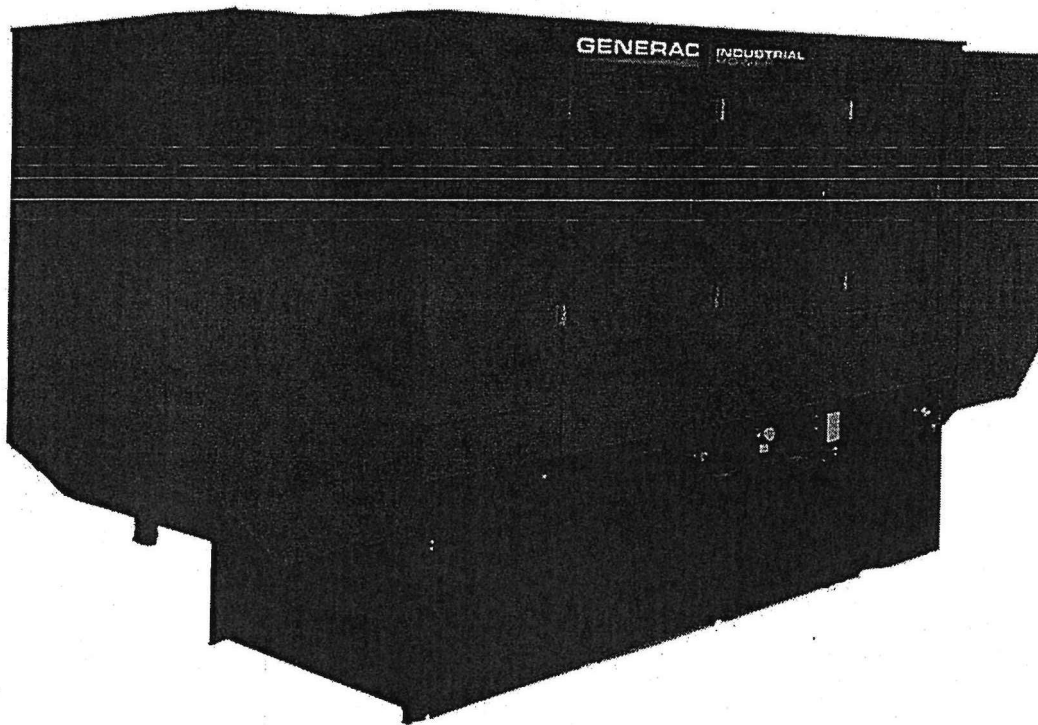
August 26, 2021

To:
Douglas C. Miller
Grants Manager/Critical Incident Coordinator
Albany County Sheriff's Office
16 Eagle Street
Albany, New York 12207
Office (518) 487-5022
Cell (518) 727-9380
E-mail: doug.miller@albanycountyny.gov

Contract PC69013
version effective
as of 3/10/2021

Thank you for your interest in a quote from the NYS HIRE Contract.

Better Power is a Contract holder for the NYS H.I.R.E. Multiple Award Contract # **PC69013**



Example of a Generac SD Series Industrial Diesel Generator
Product shown for illustration purposes only

Below is your NYS Contract Quote which includes the following:

- Freight to your location
- Factory authorized startup, testing, & warranty registration
- Training for staff at your location

EXECUTIVE SUMMARY – Suitable for use in your PO

- \$158,186.70** Contract Item # GENSD300103GPS: Quantity 2 (\$79,093.35 ea.) Generac SD series diesel generator package: 300kW 208V three phase. Package includes all items listed above. Manufacturer item SD0300GG17103D18HPYY30AH1.
- \$ 18,742.50** Contract Item # GENL2SD275300S: Quantity 2 (\$9,371.25 ea.) Level 2 steel sound attenuated generator enclosure.
- \$ 30,938.20** Contract Item # GENSDTK275-300S: Quantity 2 (\$15,469.10 ea.) Diesel fuel tank upsize from standard 31hr tank to 72hr extended sub-base fuel tank with external vents and fill.
- \$ 35,662.00** Non-Contract Items: Quantity 2 (\$17,831.00 ea.) Addition of the following to the generator configuration: 1200A LSI electronic breaker with shunt trips and auxiliary contacts, motorized enclosure dampers, enclosure heater, alternator strip heater, and 12' fuel tank vent extensions.
- \$ 3,244.50** Contract Item # GENW5SD200-300S: Quantity 2 (\$1,622.25 ea.) 5-year comprehensive extended generator warranty. Replaces the standard 2-year limited warranty.
- \$ 41,800.00** Non-Contract Item: Quantity 2 (\$20,900.00 ea.) ASCO 300 Series Automatic Transfer Switch: 1200A 208V three phase, 3-pole solid neutral, non-service rated.
- \$ 11,465.00** Non-Contract Item: One (1) ASCO 300 Series Manual Transfer Switch: 1200A 208V three phase, 3-pole solid neutral, non-service rated.
- \$ 6,297.48** Contract Item # LBTNFPA005S: Quantity 2 (\$3,148.74 ea.) 4-hour testing: NFPA trailerized load bank. Includes cabling, connection, testing and disconnection.
- \$ 9,300.00** Non-Contract Items: 2-year equipment maintenance plan (includes two visits/year for each quoted generator and transfer switches. On-site leak testing for fuel tanks prior to startup and training service.

\$315,636.38 Total for above equipment & options, including startup, delivered

Prices shown are valid for 30 days. Please contact us to reconfirm pricing after 30 days.

Note: Warranty activation requires generator installation & startup within one year of shipment, as well as annual maintenance performed by an authorized Generac Industrial Dealer using Generac-brand parts.

CONTRACT REFERENCE:

View the H.I.R.E. Contract generator pricelist for this Multiple Award Contract at the following link: https://online.ogs.ny.gov/purchase/spg/pdfdocs/3823223173pl_BetterPower.pdf

View Additional Contract Reference at the following link: <http://www.betterpower.us/contract-reference>

Additional information is available at www.betterpower.us

PLEASE NOTE:

- **Pricing includes freight** to your facility meeting the following requirements:
 - Transportation is included to the provided delivery address, within the 48 contiguous states. Delivery address must be accessible by tractor trailer or flatbed truck, via land only. Additional charges for shipping and handling after the first drop off point are at the customer's expense.
 - **Unloading, rigging, storage, and installation are not included.**
 - **Shipping address:** If the delivery point is changed, there will be a change-of-address charge and possibly re-delivery charge. If the equipment cannot be unloaded at the time of delivery, there will be a re-delivery charge.
 - Indicate the **Ship-To address, contact person, cell phone number and email.**
- **Installation of options and additional services** may be done by the startup company at additional charge, or by the owner's contractor.
- **Better Power, Inc. is an electrical wholesale distributor.** We do not do installations, maintenance, or repairs on the equipment we sell.
- **National Code:** The equipment we supply meets national code requirements. If you have additional state or local code requirements, please check with us in order to meet those requirements.
- **Please consult your Electrical Inspector** with questions since we at BPI are not electricians.
- **Contract and Non-Contract items** will be invoiced on the same invoice.

Life Safety Equipped: Generac Industrial Generators include the equipment necessary, when properly installed, to qualify for the stringent NFPA 110, Level 1, Life Safety applications of the NFPA National Fire Protection Association.

Life Safety may be required for the following applications, to comply with Code per NFPA-110:

- Elevator
- Oxygen or life support equipment that requires electricity
- Fire pump/sprinkler system pump
- Industrial processes where current interruption would produce serious life safety or health hazards
- Fire detection and alarm systems
- Building over 75 feet tall
- Public Safety communications systems
- Health care loads greater than 120kW
- Essential ventilating and smoke removal systems
- Life safety illumination (i.e. lighting allowing safe egress or exit signs without battery backup)
- Facility used as an Emergency Shelter (check with your AHJ and your shelter's sponsor, such as the Red Cross).

LEAD TIME:

We provide the estimated ship date after the factory processes the order. Lead times are approximate, and shipment dates cannot be guaranteed. We will request the shipper call you at least 24 hours prior to delivery. Storage is not included, so please be flexible in receiving the shipment.

STEP BY STEP PURCHASING GUIDE FOR H.I.R.E. CONTRACT CUSTOMERS:

1. Send us a PO or call with a Credit Card or Purchasing Card. If you do not use POs, we will provide you with a Letter of Commitment to complete and return.
2. Please call if you do not hear from us within 48 hours of faxing or emailing a PO to make sure we have received it. Electronic POs not reaching the destination can cause lengthy delays.
3. Frequently the items requested will ship at different times. Please indicate whether you will accept **multiple invoices** on (one) Purchase Order, or whether you will issue **multiple POs**, one for each major item.
4. Copy or refer to the above list of equipment & services in your PO or Letter to confirm your purchase.
5. Reference the H.I.R.E. **Contract # PC69013** when buying on Contract.
6. **NYS Vendor # 100008177** (Statewide Financial System - SFS)
7. **Please note on your PO: "This is a non-cancelable order and a non-returnable final sale"**. Rely on the factory's warranty if you experience any problems.
8. Being a small business, we appreciate if you would **assure funds are sequestered, encumbered, or otherwise set aside** so they cannot be diverted by other agencies.
9. As a Small Business (Certification # P0317675) we appreciate prompt payment of your order. On your PO, please indicate how and when you will pay. Payment is due Net30 from your acceptance of the equipment as appearing to be in good condition. As we supply equipment only, our invoice is due when you receive the equipment, without waiting for installation, and with no retainage of any kind. Purchase can be charged at shipment, or earlier at your request.
10. Make sure receiving personnel inspect the shipment for damage. If there is damage, the shipper must sign your copy of the paperwork noting the shipment was delivered damaged. Otherwise, the shipper may deny the damage claim. Ideally, receiving personnel would also email a photo of any damage to facilitate the claim. Please contact us if there is any damage.

RECEIVING DELIVERY:

- The included prepaid shipping for industrial equipment will be on a flatbed trailer. **Unloading and rigging are the responsibility of the customer.**
- **Unloading:** You will need to supply the unloading equipment, such as a fork lift with fork extensions for smaller units, or a crane for lifting the equipment off the truck and setting it on the generator pad.
- **Lifting Precautions:** You may need a spreader bar to avoid deforming the sheet-metal housing on some units.
- **Liftgate Delivery:** Liftgate Delivery is not available.
- **Transwrap Services:** An optional shrink wrap (similar to boat wrap) is recommended and available at extra cost (non-Contract) for generators that are shipped on a flatbed exposed to the outside elements. Protects from tarp damage, road salt, and grime -- will reduce unwarrantable damage during transportation. Also recommended if you are storing your generator for a period of time prior to installation.
- **Contact Information:** Please provide the contact information for the trucker to call the day before delivery, to be sure that your personnel are ready to receive the shipment. Include an email address for delivery status updates. An authorized person must be available during normal business hours to inspect & sign for the equipment.

Overview:

State Contract makes it much easier to procure backup power:

- In many cases, you no longer have to spend your time on the hassle, delays, and expense of the bid process.
- You may not need an engineering firm to prepare bid specifications, or lawyers for advertising.
- The State has already done the shopping, negotiated the pricing, and checked references for you
- In many states, all levels and types of government operations and even non-profits can use the Contract

Hundreds of Generators are included on this Multi-State Contract:

- Large permanently mounted automatic "Emergency Standby" Generators, to run large or small buildings
- Mobile (towable) Generators to bring power where most needed in an emergency
- Mobile Light Towers which can fully illuminate up to seven acres in all kinds of situations
- Portable Generators to use at emergency sites

Other Equipment:

- Flex-Safe portable barriers – set up, change signage, take down in seconds
- Color coded cabling & power solutions for towable generators and light towers

Questions?

Please call or email with any questions or concerns. We look forward to serving you!

Thank you,



Sarah VanStaalduinen
Manager of Government Sales
Better Power, Inc.
A NYS & Federally Certified WBE