

QUOTATION

NO. 190552

3500 Shepherd Street, City of Industry, California 90601 Box 226789, Los Angeles, California 90022-0744 (562) 463-6000 Fax: (562) 463-7156

Date: <u>July 22, 2019</u> Page: <u>1 of 5</u>

o: Contact:	John Cosentino	Terms:	Net Cash, see T&C's
Company:	San Benito County	F.O.B.	Jobsite, unloading by others
Address:		Sales Rep.:	Samuel Vizcarra
City, Zip:		Contact #:	831-750-4072
Phone:	831-207-8343 Email: Jcosentino@cosb.us	Email:	svizcarra@quinnpower.com

Source Well **Unit Price** Qty: Description **Discount** New Caterpillar, Model D200-2 Diesel Standby Generator Set. \$ 77,700.00 \$ 58,050.00 1 Rated 200kW, w/fan, 60Hz,3Ph, 120/208V at 1800 RPM. Optional adders listed below. Includes standard features as listed in product data sheet and additional accessories as listed SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided

SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for <u>30 days</u> from quote date above, expires after that duration.

Total Price (SALES TAX NOT INCLUDED):

\$ 58,050.00



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Optional adders

Anchor Calculations - Add: \$500.00 (per piece of equipment)

OSHPD Pre-Approval Labeling - Add: C4.4-C7.1 \$1,200.00 / C9-C18 \$1,700.00 / C27 \$6,500.00

QPS Standard Field Testing Service:

C4.4 - C7.1&Gas Level 2 Startup Service fincl. generator inspection & a 2hr load bank test? ~ - Add: \$1.420.00

C4.4 - C7.1&Gas Level 3 Startup Service [incl. generator inspection & a 4hr load bank test] ~ - Add: \$1,890.00

C4.4 - C7.1&Gas NFPA 110 Startup Service [incl. generator inspection, 2hr load bank & 2hr building load test] ~ - Add: \$2,470.00

Pre-Startup Readiness Inspection (single day visit with contractor) - Add: \$1,600.00

On-site Training Session [single, 4 hour day] – Add: \$1,100.00 CSA (Preventative Maintenance) – 2 year, Semi-Annual Visits – Add: \$ 1,667.00

** Additional PM levels available for Genset, ATS and Load Bank Testing. Call for a quotation! **

IR Scanning [at 60 days & at 11 months after installation, includes test report, genset and single ATS] - Add: \$4,900.00

CAT Standby Genset: Extended Service Coverage (2019) - 5 year / 2500 hours, levels:

C7.1 (D125-D200) Silver (Add: \$740); Gold (Add: \$1,100); Platinum (Add: \$1,290); Platinum Plus (Add: \$1,460)

** Alternate ESC available with 3 to 10 year term lengths, for prime power application, ATS's, Rental and Tier4 Final units. Call for a quotation! **

Shipped loose to jobsite, installed on site by others.

Installed, assembled or prepared by QPS or 3rd party.

Pre-assembled, removed for shipping, re-installed on site by others.

Service truck must be able to park within 25'ft honzontally & vertically of unit, over 25'ft at additional cost, based on T&M and billed direct from QPS Service department.

Availability:

Estimated (2-6 Weeks) on receipt and approval of purchase order. (1 electronic copy) Submittals:

Equipment: Estimated (12-20 Weeks) for factory build time after submittal approval.

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness. Not included:

** Equipment prices and lead times are subject to change without notice.**

NOTES, EXCEPTIONS, CLARIFICATION

- > Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- > The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- > Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- > Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- > Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- > Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.



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comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as The equipment manufacturer's warranty is the only warranty provided in connection with me equipment described in this cludication. Buyer is responsible for operating and manufanting the equipment as specified by the manufacturer is manufacturer's warranties either or all or written, express or implied, including but not limited to lary warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/orrelease of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation ansing in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. In THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER, If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:	SUBMITTED BY:
Ву:	By: Samuel Vizcarra
Company:	Quinn Power Systems
Date:	Phone: 831-750-4072
P.O. #:	

QUOTE

Government Sales

Generac Mobile Products LLC 215 Power Drive, Berlin, WI 54923 USA

Phone: 920-230-1280 Fax: 920-230-1201 Generac.com



Quote No: 20287468

Date: 08/22/2019

San Benito County

QTY	Description	Unit Price	Total Price (USD)
1	MDG250DF4	\$72,888.00	\$72,888.00
	SKID MOUNTED UNIT		
9	Sourcewell Contract Number in 041719-GEN		
F	Freight quoted to 95023		
	5		
-			
j			
Commen	ts: Current Lead time is 8 weeks ARO, subject to change	Sub - Total	\$72,888.00
	without notice.	Shipping	\$2,004
		Grand Total	\$74.892.00

Authorized by:

smofonel

Pricing reflects TAX EXEMPT: Tax Exempt Form is required for Quote Validity

Generac has active continuous improvement programs in place for our products and processes. We reserve the right to supply any material or use any process or equipment we deem to be equivalent to the part or model number originally quoted or ordered as a result of this quotation. All prices quoted are valid for 30 calendar days from the date of this quotation and are subject to change after that time frame. As the purchaser of these products on a direct basis from Generac, you are responsible for the off-loading, troubleshooting, start-up and service, if needed, for these units. Neither Generac nor their domestic / commercial / international dealers are responsible to perform these functions. All equipment is shipped via common carrier, flatbed semi-trailer or standard ocean container. Any deviation from this practice must be discussed and approved prior to PO receipt and acceptance. Any subsequent order that is intended to ship to an international location will need a customer provided commercial invoice and shippers letter of instruction to accompany shipment.

Generac will use our standard commercial practice serial number / data tag. It shall be deemed acceptable for meeting all unique item identifier requirements stated in the Contract.

MDG250DF4 | 6.8L | 250 kVA Prime

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier IV Final



Standby Power Rating 220 kW, 275 kVA, 60 Hz

Prime Power Rating 200 kW, 250 kVA, 60 Hz



Image used for illustration purposes only

Codes and Standards

Generac Magnum products are designed to the following standards:



CSA



NATM



TIER 4 FINAL EMISSIONS



ISO 8528-5

Power When and Where You Need It

Generac Magnum mobile diesel generators are designed and engineered to power a variety of projects, in the most extreme environments. Gensets are configured to meet customer needs, including choice of containment, cold weather packages, trailer options, and more.

Generac Magnum mobile diesel generators are manufactured to deliver reliable power, when and where you need it.

MDG250DF4 | 6.8L | 250 kVA Prime

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier IV Final



OPTIONS

ENGINE SYSTEM

- · Block heater
- Fuel filter heater
- · CCV heater
- 60/40 coolant
- Positive air shutdown
- Cam locks
- 10A battery charger

FUEL SYSTEM

• 110% fluid containment

TRAILER

- Full size spare tire
- Tool box / storage bin
- 2-5/16" (5.9 cm) ball hitch
- Electric brakes
- Stabilizer jacks

CABINET

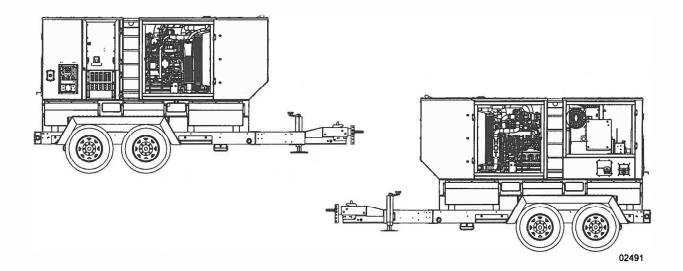
- · Auxiliary fuel connection for day tank
- 36 hour tank
- Fire extinguisher

CONTROL SYSTEM

- 4-position selector switch
- PMG/DVR
- Paralleling
- Buck transformer
- · Battery disconnect switch

GENERATOR SYSTEM

SuperStart



RATING DEFINITIONS

 $Standby-Applicable \ for \ varying \ emergency \ load \ for \ the \ duration \ of \ a \ utility \ power \ outage.$

Prime - Applicable for suppling power to a varying load in lieu of utility for an unlimited amount of running time.

*Consult factory for availability

MDG250DF4 | 6.8L | 250 kVA Prime

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier IV Final



OPERATING DATA

POWER RATINGS

	Sta	ndby	Pri	me
Single-phase 120/240VAC @ 1.0pf (kW/kVA)	194 kW / 194 kVA	Amps: 807*	183 kW / 183 kVA	Amps: 763*
Three-phase 120/208VAC @ 0.8pf (kW/kVA)	220 kW / 275 kVA	Amps: 764*	200 kW / 250 kVA	Amps: 694
Three-phase 120/240VAC @ 0.8pf (kW/kVA)	220 kW / 275 kVA	Amps: 662	200 kW / 250 kVA	Amps: 601
Three-phase 277/480VAC @ 0.8pf (kW/kVA)	220 kW / 275 kVA	Amps: 331	200 kW / 250 kVA	Amps: 301

^{*} Circuit breaker limited

STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

	208 VAC	480 VAC
Standard	TBA	TBA
SuperStart	32%	25%

FUEL CONSUMPTION RATES*

Diesel - gal/hr (l/hr)

Percent Load	Standby	Prime
25%	4.7 (17.8)	4.4 (16.7)
50%	7.8 (29.5)	7.2 (27.3)
75%	11.4 (43.2)	10.4 (39.4)
100%	15.4 (58.3)	13.9 (52.6)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please consult a Generac Mobile Products Authorized Service Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, ISO8665, ISO3046, SAE J1228, SAE J1995, and DIN6271 standards.

