



Form C



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: Cummins Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Sec 3.34/ Pg. 10	Warranty	No exception. Please see attachment B for detailed warranty terms.	See Clarification
Sec 3.34/ Pg. 10	Additional Warrants	All equipment purchased pursuant to this Contract is governed by the express written manufacturer's warranty (the "Warranty") and is the only warranty offered on the equipment. LIMITED WARRANTY. THE REMEDIES PROVIDED IN THE WARRANTY AND THIS CONTRACT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY PROPOSER TO NJPA AND NJPA MEMBERS UNDER THIS CONTRACT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS CONTRACT, AND TO THE EXTENT PERMITTED BY LAW, PROPOSER EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.	See Clarification
Sec 8.8/ Pg. 27	Indemnification	Proposer shall indemnify and hold harmless NJPA and NJPA Members, from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the Limitation of Remedies set forth below, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the negligence or willful misconduct of Proposer. LIMITATIONS ON REMEDIES. THE MAXIMUM LIABILITY, IF ANY, OF	Not Accepted - See Clarification



		<p>PROPOSER FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM PROPOSER'S BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY NJPA OR THE NJPA MEMBER UNDER THIS CONTRACT WHICH SHALL BE THE SOLE REMEDY UNDER THIS CONTRACT. IN NO EVENT SHALL PROPOSER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS CONTRACT OR THE BREACH OF THIS CONTRACT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS CONTRACT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY PROPOSER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS CONTRACT, NJPA AND ITS MEMBERS ACKNOWLEDGE THAT NJPA'S AND NJPA MEMBERS' SOLE REMEDY AGAINST PROPOSER FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE CONTRACT.</p>	
Sec 8.10/ Pg. 28	Patent and copyright infringement	<p>The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all losses arising out of any third claim that NJPA's or NJPA Member's use or possession of the articles infringes the patent, copyright, trade secret or other intellectual property right of any third party, provided that such asserted violation or infringement (a) arises at the point of transfer of ownership of the article from Vendor to NJPA or NJPA Member and (b) does not arise out of (i) changes, alterations, or modifications to the article by NJPA or NJPA Member in a manner not authorized by Vendor or (ii) drawings, specifications, or other directions to which the article is required to conform</p>	NJPA Accepts
Sec 6.23/ Pg. 22	Insurance liability limits	<p>Each Occurrence limit for commercial general liability is \$1M however PRODUCTS - COMP/OP AGG is \$18M. Please see attachment A for insurance certificate.</p>	NJPA Accepts



Proposer's Signature: W. A. [Signature]

Date: 11/30/2017

NJPA's clarification on exceptions listed above:

Warranty and Additional Warrants- Accepted as a Warranty RFP proposal response. This response is best included in the relevant warranty related response questions.

Indemnification - Limitation of liability as it pertains to NJPA members can be negotiated in the individual contract/purchase orders with members.

Review and Approved:

[Signature] 1/23/18
NJPA Legal Department



Form D

Formal Offering of Proposal

(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.


Company Name: Cummins Inc

Date: November 27 2017

Company Address: 3850 Victoria Street
Shoreview, MN 55126

Contact Person: Sriharsha (Harsha) Narravula

Title: Account Executive – National Accounts

Authorized Signature: 
(Name printed or typed)

SRIHARSHA (HARSHA) NARRAVULA

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120617-CMM

Proposer's full legal name: Cummins Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CMM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CUMMINS INC

Authorized Signatory's Title ACCOUNT EXECUTIVE - NATIONAL ACCOUNTS



VENDOR AUTHORIZED SIGNATURE

SRIHARSHA NARRAVULA
(NAME PRINTED OR TYPED)

Executed on 01/31, 2018

NJPA Contract # 120617-CMM



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]



By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Cummins Inc

Address: 3850 Victoria Street

City/State/Zip: Shoreview, MN 55126

Telephone Number: (612) 246 5136

E-mail Address: jw346@cummins.com

Authorized Signature: 

Authorized Name (printed): Sriharsha (Harsha) Narravula

Title: Account Executive – National Accounts

Date: November 30 2017

Notarized

Subscribed and sworn to before me this 30th day of November, 20 17

Notary Public in and for the County of Ramsey State of MN

My commission expires: 1/31/2018

Signature: 





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Cummins Inc

Questionnaire completed by: Harsha Narravula

Payment Terms and Financing Options

1. What are your payment terms (e.g., net 10, net 30)?

Net 30.

2. Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Cummins routinely works with 3rd party leasing entities to accommodate customer requirements.

3. Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

Cummins ordering process is well defined within our distribution channel. NJPA member requests standard/ custom product needs referencing the NJPA contract (RFP# 120617). Distributor then creates a standard/ custom quote configuration (PowerCom) to meet specific customer requirements. NJPA member places an order. The account executive receives a quarterly NJPA activities generated through our PowerCom quote/ ordering tool and forwards to NJPA.

4. Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

We are currently in the process of accepting P-card procurement. Current discussions ongoing with finance to finalize dollar limits.

Warranty

5. Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
 - YES – See Attachment B – Global warranty statement for specific details. All products listed in our price list are complete with 2 year comprehensive warranty.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - See Attachment B Warranty Statement – Application governs warranty terms
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - YES
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - NO
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - When 3rd party items are requested, Cummins works with 3rd parties to coordinate warranty coverage



- What are your proposed exchange and return programs and policies?
 - 50% restocking fee applies to standard generators, Custom and Electrical products are 75% cancellation fee. Freight is not included
- 6. Describe any service contract options for the items included in your proposal.
 - Cummins offers a full and complete line of planned service programs. Pricing varies based upon location and types of service requested.

Pricing, Delivery, Audits, and Administrative Fee

7. Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- Cummins is offering emergency standby, stationary, mobile generators. These commercial generators are available from 10KW to 3.5MW in multiple fuel types (Diesel, Natural gas and Propane).
- We are also pleased to offer emergency related support equipment such as Automatic transfer switches (ranging from 40 Amps to 4000 Amps) and paralleling switchgear in both low and medium voltage.
- All equipment will be supported and serviced by 3200 trained technicians.
8. Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Please see Attachment D – MSRP (List) pricing for information. Cummins has chosen to propose the pricing in the “percentage discount from catalog” format. We have provided MSRP pricing for different models of generators from varying fuel types and KW ranges. We have also provided pricing for different models of automatic transfer switches to provide varying options to customers.

Please do not publish this attachment on common website platforms such as landing pages to avoid easy access by competitors.



9. Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Please see "Attachment E – NJPA Percentage Discount" for NJPA specific discount info. NJPA members will receive the published discount from the MSRP (List) price.

10. The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ X b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

11. Describe any quantity or volume discounts or rebate programs that you offer.

For any single customer order equal to or exceeding \$2 million an additional 1% rebate will be included.

12. Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Cummins shall provide a quote for each sourced or open market items.

13. Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Cummins is a manufacturer of products therefore the cost of contractor labor and materials is not included in our pricing.

14. If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Freight allowed.

15. Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Freight allowed for contiguous 48 states and Canada. Additional charges apply for FOB jobsite (Alaska and Hawaii). Cummins will supply a quote for freight.

16. Describe any unique distribution and/or delivery methods or options offered in your proposal.

NA

17. Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

National Account Executive assigned to NJPA will generate a quarterly report for NJPA review and audit. However NJPA members must clearly communicate and identify at the RFP that their intent is to purchase off the NJPA contract.

18. Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Cummins will pay a 1.5% admin fee to NJPA calculated as a percentage of factory product sales.



Industry-Specific Questions

19. Please specify product and voltage range the generator equipment that you are offering.

All products have been quoted at standard industry voltages (120V/240V single phase; 208V/ 120V - 3 phase; 480V/ 277V – 3phase) depending on unit size. Additional voltages up to 13.8KV are available.

20. Describe your mobile or trailer mounted units, if any, and specify the ranges.

This Cummins Power Generation mobile package is a fully integrated mobile power generation system, providing optimum performance, reliability, and versatility for standby and prime power applications.

Key Features

- U.S. Tier IV Final certified Cummins engines which meet emissions limits without the use of a diesel particulate filter (DPF).
- Advanced electronic engine controls with integrated after treatment system provide superior fuel efficiency while reducing emissions.
- The most advanced, reliable and capable generator set control system on the market today. PowerCommand 3.3© with Masterless Load Demand (MLD) technology enables smartly adapting power to match varying load demand. MLD capable generators allow sharing of information among paralleled generator sets.
- As indicated in Attachment D – MSRP (List) price, we have mobile units from 150KW to 275KW.
- Please see Attachment F – Spec sheets T4F Mobile Generators

21. If you are providing trailers as part of a turnkey package, please provide details.

See above.

22. Describe how you will include customization and the pricing of such for the units.

Cummins will provide a quote for any customization of standard factory unit offering. Please contact assigned National account executive for pricing.

23. Describe installation and service programs, and identify the associated services, service provider locations and pricing.

All our product is serviced through our distribution network. We have 205 branch service locations and 3200 technicians throughout North America. Please see our website for specific locations near you.

<https://www.cummins.com/sales-and-service>

24. Describe any preventative maintenance or extended service coverage agreements.

Both programs are available. As indicated in Attachment E, NJPA members will receive 5% discount off typical sales price. Please contact assigned national account executive for sales price. Maintenance programs vary by customer specification, application and KW ranges.

25. Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?

- If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
- What are recommended service intervals?

PM contracts vary by KW size, location distance and scope of services requested. PM contract will be developed based on membership needs. As indicated in the price sheet, Cummins is offering 5% discounts for PM work. Please contact assigned national account executive for sales price.

26. Describe your rental agreements and pricing schedule.



NA

. Will you include used equipment and if so, provide a pricing strategy for these units.

NA

28. Provide a general overview of your products EPA compliance.

All our products are fully complaint for emergency standby applications. Please see Attachment D – MSRP (List) Price sheet. Each model is described with its associated emission compliance.

29. Identify the lifecycle cost of ownership of your generator solutions.

Varies by KW size, application, maintenance schedules and environment conditions such as elevations. Please contact assigned national account executive and we can help them scope out lifecycle cost of ownership for specific projects based on scope.

Signature:

N. [Signature]

Date:

11/30/2017

(FORM P)