

396 -2025

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 25

County of Boone

In the County Commission of said county, on the 14th day of August 20 25

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby accept the attached certification of election from the County Clerk and Local Election Authority for Boone County, Missouri, relating to the August 5, 2025, Special Election.

Done this 14<sup>th</sup> day of August 2025.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner  
Justin Aldred  
District I Commissioner  
Janet M. Thompson  
District II Commissioner

State of Missouri )

) ss.

County of Boone )

I, Brianna L. Lennon, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the County of Boone, State of Missouri, on Tuesday, August 5, 2025, there were cast by qualified voters of said County the following votes:

**COUNTY OF BOONE, STATE OF MISSOURI – PROPOSITION 1**

QUESTION:

Shall the County of Boone, Missouri exempt senior citizens from increases in the property tax liability to all the taxing authorities due on such senior citizens' primary residence?

YES 12,240

NO 3,511

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 8<sup>th</sup> day of August, 2025.



---

Brianna L. Lennon

Clerk of the County Commission  
and Election Authority in and for  
the County of Boone, State of Missouri

State of Missouri )

) ss.

County of Boone )

I, Brianna L. Lennon, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the County of Boone, State of Missouri, on Tuesday, August 5, 2025, there were cast by qualified voters of said County the following votes:

**CITY OF COLUMBIA, MISSOURI – COUNCIL MEMBER, SECOND WARD**

QUESTION:

2 Year Unexpired Term

Ken Rice	1,132
Vera Elwood	1,481

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 8<sup>th</sup> day of August, 2025.



---

Brianna L. Lennon  
Clerk of the County Commission  
and Election Authority in and for  
the County of Boone, State of Missouri

State of Missouri )  
                          ) ss.  
County of Boone )

I, Brianna L. Lennon, Clerk of the County Commission and Election Authority in and for the County of Boone, State of Missouri, do hereby certify that at the election held in the County of Boone, State of Missouri, on Tuesday, August 5, 2025, there were cast by qualified voters the following votes:

**BOONE COUNTY:**

**HARRISBURG R-VIII SCHOOL DISTRICT – PROPOSITION HARRISBURG SCHOOLS**

Shall the Board of Education of the Harrisburg R-VIII School District, Missouri, be authorized to eliminate fully the Proposition C Sales Tax Rollback in its operating levy under Section 164.013 R.S.Mo. and to increase the operating tax levy by \$0.5000 to \$4.5783 per one hundred dollars of assessed valuation for the purposes of attracting and retaining quality certified and support staff, maintaining and expanding educational programming and facilities, and meeting additional operating expenses?

YES 206  
NO 253


**HOWARD COUNTY:**

**HARRISBURG R-VIII SCHOOL DISTRICT – PROPOSITION HARRISBURG SCHOOLS**

Shall the Board of Education of the Harrisburg R-VIII School District, Missouri, be authorized to eliminate fully the Proposition C Sales Tax Rollback in its operating levy under Section 164.013 R.S.Mo. and to increase the operating tax levy by \$0.5000 to \$4.5783 per one hundred dollars of assessed valuation for the purposes of attracting and retaining quality certified and support staff, maintaining and expanding educational programming and facilities, and meeting additional operating expenses?

YES 10  
NO 22

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County of Boone, done at office in Columbia, Missouri, this 8<sup>th</sup> day of August, 2025.

  
\_\_\_\_\_  
Brianna L. Lennon  
Clerk of the County Commission  
and Election Authority in and for  
the County of Boone, State of Missouri

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 25

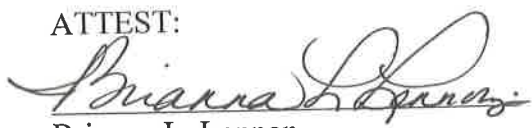
In the County Commission of said county, on the 14th day of August 20 25

the following, among other proceedings, were had, viz:


Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

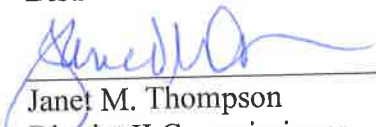
Done this 14<sup>th</sup> day of August 2025.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**EXTENSION AGREEMENT**  
**\$26,518.53 Cash Deposit – Rock Bridge Business Park**

THIS AGREEMENT, effective August 8, 2025, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and MBK Investments, LLC herein “Developer.”

WHEREAS, Developer is constructing a commercial development, Rock Bridge Business Park, herein “Project”; and

WHEREAS, Developer issued a Cash Deposit to the County, dated August 9, 2022, in the amount of \$26,518.53, to secure stormwater improvements associated with the development; and

WHEREAS, said Cash Deposit contemplates that the parties may agree to extend the expiration date of the Cash Deposit, which currently expires on August 8, 2024; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Cash Deposit to August 8, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order 416-2022 and the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, approving infrastructure security in the form of a Cash Deposit in the amount of \$26,518.53, with an expiration date of August 8, 2025, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the August 8, 2022 Cash Deposit such that the new expiration date will be August 8, 2026.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**ROCK BRIDGE BUSINESS PARK:**

By:

  
\_\_\_\_\_

Printed Name: MATT KELLY

Title: MEMBER

**BOONE COUNTY:**

Commission Order: 416-2022

By:

  
\_\_\_\_\_

Kip Kendrick, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_

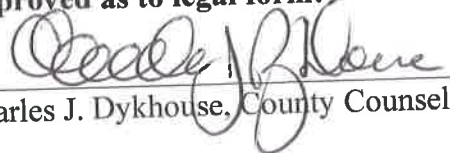
Brianna L. Lennon, County Clerk

**APPROVED BY:**

  
\_\_\_\_\_

Bill Florea, Director  
Boone County Resource Management

**Approved as to legal form:**

  
\_\_\_\_\_

Charles J. Dykhouse, County Counselor

406 -2024

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 24

County of Boone

} ca.

In the County Commission of said county, on the

20th

day of

August

20 24

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve an extension of the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. for Rock Bridge Business Park. The original Commission Order accepting the Cash Deposit is 416-2022.

The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 20th day of August 2024.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner



**EXTENSION AGREEMENT**  
**\$26,518.53 Cash Deposit – Rock Bridge Business Park**

THIS AGREEMENT, effective August 31, 2024, is entered into by and between Boone County, Missouri, through its County Commission, a political subdivision of the State of Missouri, herein “County;” and MBK Investments, LLC herein “Developer.”

WHEREAS, Developer is constructing a commercial development, Rock Bridge Business Park, herein “Project”; and

WHEREAS, Developer issued a Cash Deposit to the County, dated August 9, 2022, in the amount of \$26,518.53, to secure stormwater improvements associated with the development; and

WHEREAS, said Cash Deposit contemplates that the parties may agree to extend the expiration date of the Cash Deposit, which currently expires on August 8, 2024; and

WHEREAS, the parties intend through this Extension Agreement to extend the expiration date of said Cash Deposit to August 8, 2025.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this agreement the parties agree as follows:

1. Commission Order 416-2022 and the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, approving infrastructure security in the form of a Cash Deposit in the amount of \$26,518.53, with an expiration date of August 8, 2024, is attached hereto and incorporated herein by reference.
2. The parties mutually agree to extend the August 8, 2022 Cash Deposit such that the new expiration date will be August 8, 2025.
3. All other terms of the Stormwater Erosion and Sediment Control Security Agreement dated August 8, 2022, and attachments thereto shall remain unchanged and in full effect.
4. This Extension Agreement may be entered into in one or more counterparts which, when taken together, shall constitute the full Agreement of the parties.

SO, AGREED.

**ROCK BRIDGE BUSINESS PARK:**

By:

  
\_\_\_\_\_

Printed Name: MATT KELLY

Title: MEMBER

**BOONE COUNTY:**

Commission Order: 416-2022

By:

  
\_\_\_\_\_


Kip Kendrick, Presiding Commissioner

ATTEST:

  
\_\_\_\_\_

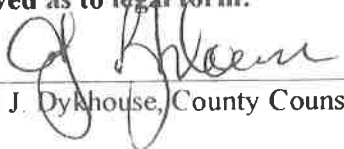
Brianna L. Lennon, County Clerk

**APPROVED BY:**

  
\_\_\_\_\_

Bill Florea, Director  
Boone County Resource Management

**Approved as to legal form:**

  
\_\_\_\_\_

Charles J. Dykhouse, County Counselor

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term 2020

County of Boone

In the County Commission of said county, on the

30th

day of

August

20 22

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the Stormwater Security Agreement and Erosion and Sediment Control Cash Deposit between the County of Boone and MBK Investments, LLC. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 30th day of August 2022.

ATTEST:

Brianna L. Lennon  
Clerk of the County Commission

Daniel K. Atwill  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

Janet M. Thompson  
District II Commissioner

## Stormwater Erosion and Sediment Control Security Agreement

Date: August 8, 2022

Developer/Owner Name: MBK Investments, LLC  
Address: 3215 S. Providence Rd.  
Columbia, MO 65203

Development: Rock Bridge Business Park Plat 1

This agreement is made by and between the above-named developer (herein "Developer") and Boone County, Missouri, a political subdivision of the State of Missouri, through its Resource Management Department, (herein "County") and shall be effective on the above date when signed and approved by all persons listed below.

In consideration of the performance based by each party of their obligations described in this agreement, the parties agree to the following:

- 1. Background and Purpose of Agreement** – The Developer is the owner or authorized agent of the owner for the real estate contained within the development described above which is subject to the Boone County Stormwater Regulations. This agreement is made pursuant to Section 8.4 Performance and Guarantee, in the Stormwater Regulations of Boone County, Missouri in order to permit the Developer to disturb land on the development described above, and to assure County of the required erosion and sediment control and stormwater management. By entering into this agreement, the developer is agreeing to comply with the erosion and sediment plan described below in accordance with the County Stormwater Regulations and specifications and provide to County financial security in the event the developer fails to comply with the plan or complete the improvements within the time and manner provided for by this agreement.
- 2. Description of Improvements** – The Developer agrees to adhere to the Stormwater Pollution Prevention Plan (SWPPP) and Erosion and Sediment Control (ESC) Plans for Construction activities at Rock Bridge Business Park Plat 1. The SWPPP and ESC was prepared by A Civil Group on June 21, 2022.
- 3. Time for Completion** – The Developer agrees to complete the land disturbance activities and stabilize the site as described in the SWPPP no later than the 8th day of August 2024, and all such improvements shall pass County inspection as of this date.
- 4. Security for Performance** – To secure the Developer's performance of its obligations under this agreement, Developer hereby agrees to provide the County with security in the amount of \$26,518.53, which County may use and apply for Completion of the above described improvements in the event the Developer fails to complete the above described improvements within the time or within manner required by County under its regulations. The Security shall be provided to County as a condition precedent to the effectiveness of this agreement in the following form:

Cash deposit with County Treasurer

5. **Use of Security** – The Developer hereby authorizes County to use, redeem, or otherwise obtain payment as applicable, from the security described above for purposes of completing improvements required of the Developer under this agreement in the event that such improvements are not completed within the time provided for by this agreement, or any extension thereof granted by County in its discretion, or in the event such improvements are not completed in accordance with regulatory requirements or specifications imposed by County. Developer authorizes County to cash the corporate surety bond contemplated herein upon written instructions from the duly elected and serving Treasurer of Boone County without further authorization or signature required by Developer. In the event Developer fulfills its obligations in the time and manner required by this agreement and obtains a satisfactory final inspection from the County prior to August 8, 2024, then County shall provide Developer with written proof that the requirements of this Security Agreement are satisfied, and the Cash Deposit can be released to Developer. If no written proof has been provided to the financial institution issuing Cash Deposit that Developer has complied with the requirements of this Agreement, however, then the financial institution shall, on August 8, 2024, or such extended period as mutually-agreed by the parties in writing, shall immediately transfer the balance of the Cash Deposit to the account then-designated by the Boone County Treasurer. If the total sum of the corporate surety bond is not used for completion of any necessary permit items, then the remaining balance shall be paid to Developer within thirty (30) days of completion and acceptance of any required work, along with an itemization of charges detailing the expenditures made by the County.
6. **Additional Sums Due** – In the event that the security provided herein is insufficient to complete the required improvements as determined by the County, Developer will, upon demand by the County accompanied by a detailed itemization of the requested additional sum, deposit with County such additional monies which, in the opinion of the County, will be required to complete the necessary improvements. In the event that Developer does not deposit the additional monies with the County within ten (10) days, the Developer shall be deemed in default of this Agreement.
7. **Remedies Cumulative** – Exercise or waiver by the County of any enforcement action under this Agreement does not waive or foreclose any other or subsequent enforcement action whatsoever. The County shall be entitled to its costs, including reasonable attorneys' fees, in enforcement of Developer's obligations under this Agreement.
8. **Authority of Representative Signatories** – Signatories to this agreement who execute this agreement in a representative capacity for a corporation, limited liability company or partnership, or other business entity, hereby affirmatively represent that they have obtained all resolutions or orders needed to enter in this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions herein.
9. **Binding Effect** – This agreement shall be binding upon the parties hereto in their respective heirs, personal representative, administrators, successors, and interest in successors in assigned offices. The County and Developer hereby accept this Agreement as a lawful and satisfactory Security Agreement.

In Witness Whereof the Developer and the County have executed this agreement to be effective on the day and year first above written

ACKNOWLEDGED AND AGREED TO:

**DEVELOPER/OWNER:**

By: Matt Kelly

Printed Name MATT KELLY

Title: MEMBER

**BOONE COUNTY, MISSOURI:**

Department of Resource Management

Bill Flores Director Resource Management

County Commission:

Daniel K. Atwill  
Daniel K. Atwill, Presiding Commissioner

Attest

Brianna L. Lennon  
Brianna L. Lennon, Boone County Clerk

County Treasurer

Dustin Stanton  
Dustin Stanton, County Treasurer

Approved as to form:

C.J. Dykhouse  
C.J. Dykhouse, County Counselor

CASHIER'S CHECK  
Central Bank

304380

Operator ID A 39342

770 F Broadway Columbia MO 65201 4444

80-85/815

MBK INVESTMENTS LLC

Remitter

Date August 09, 2022

PAY To The

Order Of \*\*\* BOONE COUNTY \*\*\*

\$26,518.53

**\*\* Twenty Six Thousand Five Hundred Eighteen Dollars and 53/100 \*\***

Dollars

Notice to Customer: A Stop Payment Order cannot be placed on this check by a customer. If this check is lost or stolen, the Bank will require reasonable assurances before it is replaced or refunded, which could include a 90 day waiting period and/or the purchase of an indemnity bond to protect the Bank against loss.

Two Signatures Required for over \$9,999.99

*Kenan D... [Signature]*  
*Theresa W. [Signature]*

Do not convert to ACH

⑈ 304380⑈ ⑆ 081500859⑆ 000990914⑈

BOONE COUNTY  
RESOURCE MANAGEMENT  
Room 315  
801 East Walnut  
Columbia, Missouri 65201

Inspections 886-4339

Planning 886-4330

Receipt Number 31667

Time 12:11:54  
Date 8/09/2022

Received From MBK INVESTMENTS LLC

PERMIT: Number \_\_\_\_\_ \$.00 Wastewater \_\_\_\_\_ \$.00

MISC. FEES & REIMBURSEMENTS

Admin Survey	\$ <u>.00</u>	Plat Fee/Prelim	\$ <u>.00</u>
Re-Zonin/App	\$ <u>.00</u>	Postage	\$ <u>.00</u>
Copies/Public Info Rqst	\$ <u>.00</u>	Public Notice	\$ <u>.00</u>
Dischg Permit	\$ <u>.00</u>	ROW Permit	\$ <u>.00</u>
Driveway Permit	\$ <u>.00</u>	MHP License	\$ <u>.00</u>
Land Dist Permit	\$ <u>.00</u>	Training	\$ <u>.00</u>
Plan Review-Bldg Codes	\$ <u>.00</u>	Plan Dev Rev Plan	\$ <u>.00</u>
Conditional Use App	\$ <u>.00</u>	Plan Dev Finl Plan	\$ <u>.00</u>
BOA App	\$ <u>.00</u>	Plats Final	\$ <u>.00</u>
Reinspection Fee	\$ <u>.00</u>	Other	\$ <u>26,518.53</u>

Comments: STWTR SECURITY ROCK BRIDGE BUS. PARK  
Taken By CNR Credit Card Fee \$.00

Total Amount \$26,518.53 Pay Type CK 304380



398-2025

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 25

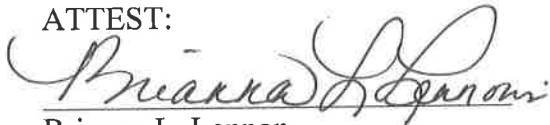
In the County Commission of said county, on the 14th day of August 20 25

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the award of Amendment Three to County Contract C000990 awarded from 18-19MAY21 for Check Point Firewall Support with Alecto LLC, D/B/A Enterprise Consulting Group of St. Louis, Missouri for the Boone County IT Department. The contract amendment is set out in the attached, and the Presiding Commissioner is authorized to sign the same.


Done this 14<sup>th</sup> day of August 2025.


ATTEST:



Brianna L. Lennon  
Clerk of the County Commission

  
Kip Kendrick  
Presiding Commissioner

  
Justin Aldred  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer



5551 S. Tom Bass Road  
Columbia, MO 65202  
Phone: (573) 886-4392

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, Senior Buyer  
DATE: August 6, 2025  
RE: Amendment #3 to Contract C000990 from 18-19MAY21 for Check Point Firewall Support for the Boone County IT Department

Purchasing requests approval for Amendment #3 to contract C000990 awarded from Boone County RFB 18-19MAY21 for Check Point Firewall Support. The contract is with Alecto, LLC, D/B/A Enterprise Consulting Group of St. Louis, Missouri, originally established July 6, 2021 through Commission Order 271-2021.

Amendment #3 adds hardware and software upgrades including maintenance and support to the County's firewall. The total for the upgrade is \$66,567.27.

Payment will reference the following codes.

2708 – 911/Emergency IT Hardware & Software/92301 – Replacement Computer Hardware: \$26,450.00 (Firewall – ECC)  
1172 – General Fund IT Hardware & Software /92301 – Replacement Computer Hardware: \$26,450.00 (Firewall – Government Center)  
2708 – 911/Emergency IT Hardware & Software/92301 – Replacement Computer Hardware: \$1,000.00 (Viper Firewall)  
2708 - 911/Emergency IT Hardware & Software /71100 – Outsourced Services: \$1,000.00 (Viper Firewall Professional Services).

The balance of the purchase price is covered in savings in other accounts.

/lp

c: Contract File

CO#: 398-2025

Date: 08.15.2025

**CONTRACT AMENDMENT NUMBER THREE  
FOR  
CHECK POINT FIREWALL SUPPORT**

The Agreement, **C000990 (18-19MAY21)** dated the 6th day of July 2021 made by and between Boone County, Missouri and **Alecto LLC, D/B/A Enterprise Consulting Group** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. **ADD** the complete Check Point Firewall Support upgrade in the total fixed amount of **\$66,567.27** detailed as follows:
  - 1.1 **ADD** the Hardware-Check-Point Upgrade, 9100 Plus Appliance with 2 Virtual Systems and SandBlast subscription package (annual subscription) with the 32GB memory upgrade kit, the 1555 Base Appliance with SandBlast package (annual subscription), the Next Generation Security Management Software for 5 gateways (SmartEvent & compliance – annual subscription), with Bulk Enterprise Premium Support, the Premium Direct Enterprise Support for 1555 Security Appliance and the Enterprise Software Subscription and Premium, including the discount, freight and insurance at the grand total price of **\$63,278.19** as detailed and in the quantities shown in **Amendment Three – Attachment One**, Alecto Networks Invoice #INV25818 dated 4/10/2025 incorporated into the contract by reference. The total price for this portion of the upgrade shall be **\$63,278.19**.
  - 1.2 **ADD** the Hardware-Check Point Upgrade, SFP transceiver for 1000 Base-T RJ45 (Copper) for the 9000/19000/29000 appliances, the Enterprise Software Subscription and Premium, including freight and insurance, as detailed and in the quantities shown in **Amendment Three – Attachment Two**, Alecto Networks Invoice #INV25858 dated 4/30/2025 incorporated into the contract by reference. The total for this portion of the upgrade shall be **\$3,289.08**.
2. All standard manufacturer warranties shall apply regarding all hardware and software provided as part of said upgrade.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement, as previously amended, shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**ALECTO, LLC  
D/B/A ENTERPRISE CONSULTING GROUP**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

By: Signed by:  
*Stephanie J. Lange*  
C235340288C5401...

DocuSigned by:  
*[Signature]*  
57400BED96434D4...

Presiding Commissioner

Title: Controller

APPROVED AS TO FORM:

DocuSigned by:  
*[Signature]*  
7D71DEAEB9D74DD

County Counselor

ATTEST:

Signed by:  
*Brianna L. Lennon*  
D267E242BFB948C

County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

2708/92301: \$26,450.00; 1172/92301: \$26,450.00; 2708/92301: \$1,000.00; 2708/71100: \$1,000.00

DocuSigned by:  
*Kyle Rieman*  
by HR  
EB91DB24AAAC49D  
8/11/2025

Signature

Date

Appropriation Account

399-2025

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 25

County of Boone

} ea.

In the County Commission of said county, on the 14th day of August 20 25

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve an agreement with Cummins, Inc. for generators for the Boone County Sheriff Training Center and Boone County Childcare Center. The terms of the agreement are set out in the attached contract and the Presiding Commissioner is authorized to sign the same.

Done this 14<sup>th</sup> day of August 2025.

ATTEST:  
*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Kip Kendrick*  
Kip Kendrick  
Presiding Commissioner

*Justin Aldred*  
Justin Aldred  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO, CPPB**  
Director of Purchasing



5551 S. Tom Bass Road  
Columbia, MO 65201  
Phone: (573) 886-4391

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** August 4, 2025  
**RE:** Cooperative Contract Award: C001022 (Sourcewell cooperative contract 092222-CMM) – Generators for Boone County Sheriff Training Center and Boone County Childcare Center

The Boone County Sheriff Department requests permission to utilize the Sourcewell cooperative contract 092222-CMM – Electrical Energy Power Generation Equipment with Cummins, Inc. to purchase one generator for the Boone County Sheriff Training Center and one generator for the Boone County Childcare Center. The county contract number is C001022.

Department and account numbers are as follows:

Boone County Sheriff Training Center	\$99,998.00
Boone County Childcare Center	\$78,314.00

cc: Contract File

15881  
VNDR #

Cummins, Inc.  
VENDOR NAME

092222-CMM  
BID #

Ship to Dept #: Childcare Center

Bill to Dept #: 4131

Dept	Account	Item Description	Qty	Unit Price	Amount
4131	71231	Generator: Childcare Center	1	\$78,314.00	\$78,314.00
					\$0.00
					\$0.00
		See contract for details			\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
GRAND TOTAL:					<u>78,314.00</u>

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

K. K.  
Approving Official

M. B.  
Prepared By

\_\_\_\_\_  
Auditor Approval





**PURCHASE AGREEMENT  
FOR**

**GENERATORS: (1) Boone County Sheriff Training Center; (1) Boone County Childcare Center**

**THIS AGREEMENT, Contract number C001022** dated the 14th day of August 2025 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Cummins Inc., d/b/a Cummins Sales & Service** herein "Vendor."

**IN CONSIDERATION** of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for two generators, the Cummins Sales & Service quotations dated August 1, 2025, Sourcewell cooperative contract **092222-CMM** and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this purchase if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Sourcewell contract **092222-CMM** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with the following generators:

**Generator 1: Boone County Sheriff Training Room: \$99,998.00**

**One (1) Generator: DQDAA, Genset, Configurable Diesel – 250kW**

U.S. EPA, Stationary Emergency Application

Enclosure Color – Green, Steel

Listing - UL 2200

Duty Rating - Standby Power (ESP)

Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency

Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor

Voltage - 277/480, 3 Phase, Wye, 4 Wire

Alternator - 60Hz, 12 Lead, Limited Range, 80C Standby/Increased Motor Starting (IMS)

**Steel Weather Protective Enclosure**, with Exhaust System

Fuel Tank - Sub Base, **1420 Gallon**, UL142 Compliant

Listing, ULC - S601 – 07

Fuel Tank - Dual Wall, Subbase, **72 Hour Minimum Capacity**

Fuel Water Separator

Control Mounting - Left Facing

PowerCommand 2.3 Controller

AmpSenrty TM UL Listed Protective Relay

Control Display Language - English

Circuit Breaker or Entrance Box or Terminal Box - Right Only

Terminal Box - Low Voltage, Left – None

Circuit Breaker - 400A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100%

Load Connections Left Side – None

Circuit Breaker or Entrance Box - Bottom Entry, Right Side

Engine Governor - Electronic, Isochronous

Engine Starter - 24 Volt DC Motor

Engine Air Cleaner - Normal Duty

Battery Charging Alternator

External Battery Charger - 12 Amp, Regulated

Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted

Shutdown - Low Coolant Level  
Engine Coolant - 50% Antifreeze, 50% Water Mixture  
Coolant Heater - 120V, Single Phase  
Engine Oil  
Genset Warranty - 2 Years Base  
Literature - English

**One (1) OTECC, OTEC Transfer Switch-Electronic Control: 600A**

Application - Utility to Genset  
Cabinet - Type 1  
Poles - 4 (Switched Neutral)  
Frequency - 60 Hz  
System - 3 Phase, 3 or 4 Wire  
Voltage - 480 Volts AC  
Genset Starting Battery - 24V DC  
PC40 Control  
Interface - Communications Network, MODBUS RTU Module  
Relay - Elevator Signal  
Transfer Switch Warranty - 2 Year Comprehensive

**One (1) - Annunciator-panel mount with enclosure (RS485)**  
**One (1) Owners Training by Certified Cummins Technician**  
**One (1) Cummins Service - Start Up & Testing**

**TOTAL**

**\$99,998.00**

**Generator 2: Boone County Childcare Center: \$78,314.00**

**One (1) Generator: C175D6D, Diesel Genset, 60Hz, 175kW**

U.S. EPA, Stationary Emergency Application  
Duty Rating - Standby Power (ESP)  
Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency  
Listing - UL 2200  
NFPA 110 Type 10 Level 1 Capable  
Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor  
Voltage 120/208, 3 Phase, Wye, 4 Wire  
Alternator - 60Hz, 12L, 208/120V, 120C, 40C, Ambient  
Aluminum **Sound Attenuated Level 1 Enclosure**, with Exhaust System  
Enclosure Color - Green, Aluminum  
Enclosure - Wind Load 180 MPH, ASCE7-10  
Skidbase - Housing Ready  
Fuel Tank - **Regional, Dual Wall, Sub Base, 72 Hour Minimum, 1055 Gallons**  
Fuel System Alarm - None  
Fuel Water Separator  
Low Fuel Level Switch, 40%  
Mechanical Fuel Gauge  
Switch - Fuel Tank, Rupture Basin  
Control Mounting - Left Facing  
PowerCommand 1.1 Controller  
Stop Switch - Emergency  
Control Display Language - English  
Load Connection - Single  
Circuit Breaker, Location A, 200A - 600A, 3P, LSI, 600 Volts AC, 100%, UL Circuit

Circuit Breaker or Terminal Box (Position B) – None  
Circuit Breaker or Terminal Box (Position C) - None  
Circuit Breaker or Entrance Box - Bottom Entry, Right Side  
Engine Governor - Electronic, Isochronous  
Engine Starter - 24 Volt DC Motor  
Engine Air Cleaner - Normal Duty  
Battery Charging Alternator  
Battery Charger - 6 Amp, Regulated  
Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted  
Shutdown - Low Coolant Level  
Extension - Coolant Drain  
Engine Coolant - 50% Antifreeze, 50% Water Mixture  
Coolant Heater -Extreme Cold Ambient  
Engine Oil Heater - 120 Volts AC, Single Phase  
Engine Oil  
Genset Warranty - 2 Years Base  
Literature - English  
Packing - Skid, Poly Bag  
Battery Rack  
Extension - Oil Drain  
INSTALLATION, BUSBAR

**One (1) OTECSED, OTEC Service Entrance Transfer Switch-Electronic Control: 800A**

Application - Utility to Genset  
Cabinet - Type 1  
Poles - 4 (Switched Neutral)  
Frequency - 60 Hz  
System - 3 Phase, 3 or 4 Wire  
Voltage - 208 Volts AC  
Genset Starting Battery - 12V DC  
PC40 Control  
Interface - Communications Network, MODBUS RTU Module  
Load Phase Power Monitoring  
Transfer Switch Warranty - 2 Year Comprehensive

**One (1) - Annunciator-panel mount with enclosure (RS485)**

**One (1) Owners Training by Certified Cummins Technician**

**One (1) Cummins Service - Start Up & Testing**

**TOTAL**

**\$78,314.00**

3. **Delivery – Boone County Sheriff Training Center:** Generator delivery shall be made within 19 weeks and Automatic Transfer Switch within 13 weeks. **Boone County Childcare Center:** Generator delivery shall be within 17 weeks and Automatic Transfer Switch within 13 weeks.

All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. Delivery addresses listed on Purchase Orders.

Contractor is responsible for delivery; County will be responsible for offloading and installation as detailed on the attached quote.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Auditor, Attention: Jacob Flowers, 801 East Walnut Street, Room 304, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billings shall be invoiced to the address listed on the Purchase Orders, and billings may only include the prices listed in the Purchase Agreement. **Note: Please invoice separately for each generator per the Purchase Orders.** No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's quote response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.


7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**CUMMINS INC  
D/B/A CUMMINS SALESE & SERVICE**

**BOONE COUNTY, MISSOURI**  
By: Boone County Commission

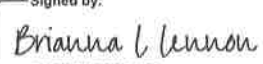
Signed by:  
  
 By \_\_\_\_\_  
 725192883A944FB...  
 Senior Sales Representative  
 Title \_\_\_\_\_

DocuSigned by:  
  
 57400BED96434D4...  
 \_\_\_\_\_  
 Kip Kendrick, Presiding Commissioner

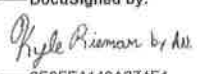
APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
  
 7D71DEAEB9D74DD...  
 \_\_\_\_\_  
 CJ Dykhouse, County Counselor

Signed by:  
  
 D267E242BFB948C...  
 \_\_\_\_\_  
 Brianna L. Lennon, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
  
 8E8FE1148A274E1...  
 \_\_\_\_\_  
 Signature

8/5/2025

Sheriff Training Center: 4130-71231 / \$99,998  
Childcare Center: 4131-71231 / \$78,314

\_\_\_\_\_ Date

\_\_\_\_\_ Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
17. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
18. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
19. All equipment and supplies offered in a quote must be new, of current production, and available for marketing by the manufacturer unless the County clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
20. This agreement may be extended beyond the expiration date by order of the County on a month-to-month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
21. The County as a public governmental body is subject to the Missouri Sunshine Law (Chapter 610 RSMo) and will comply with requests for documents in accordance with that law.

*Revised 01/10/24*



August 1, 2025

Prepared by

Corey Milam  
Senior Sales Executive - PG  
(417) 988-0781  
corey.milam@cummins.com

Sourcewell Contract

Contract: 18102  
Category: Energy Solutions  
Maturity date: 11/22/2026

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	DQDAA, Genset, Configurable Diesel – <b>250kW</b> U.S. EPA, Stationary Emergency Application Enclosure Color - Green, Steel Listing - UL 2200 Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Limited Range, 80C Standby/Increased Motor Starting (IMS) <b>Steel Weather Protective Enclosure</b> , with Exhaust System Fuel Tank - Sub Base, <b>1420 Gallon</b> , UL142 Compliant Listing, ULC - S601 - 07 <b>Fuel Tank - Dual Wall, Sub Base, 72 Hour Minimum Capacity</b> Fuel Water Separator Control Mounting - Left Facing PowerCommand 2.3 Controller AmpSentry™ UL Listed Protective Relay Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Terminal Box - Low Voltage, Left - None Circuit Breaker - 400A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% Load Connections Left Side - None Circuit Breaker or Entrance Box - Bottom Entry, Right Side Engine Governor - Electronic, Isochronous Engine Starter - 24 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater - 120V, Single Phase Engine Oil Genset Warranty - 2 Years Base	1



<b>2</b>	Literature - English OTECC, OTEC Transfer Switch-Electronic Control: <b>600A</b> Application - Utility to Genset <b>Cabinet - Type 1</b> <b>Poles - 4 (Switched Neutral)</b> Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 24V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive <b>Annunciator-panel mount with enclosure (RS485)</b> <b>Owners Training by Certified Cummins Technician</b> <b>Cummins Service - Start up &amp; Testing</b>	1             1 1 1
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**SUB TOTAL: \$99,998.00**

Item	Description	Qty
1	C175D6D, Diesel Genset, 60Hz, <b>175kW</b> U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - <b>120/208</b> , 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 208/120V, 120C, 40C Ambient Aluminum <b>Sound Attenuated Level 1 Enclosure</b> , with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Fuel Tank - <b>Regional, Dual Wall, Sub Base, 72 Hour Minimum - 1055 Gallons</b> Fuel System Alarm - None Fuel Water Separator Low Fuel Level Switch, 40% Mechanical Fuel Gauge Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 1.1 Controller Stop Switch - Emergency Control Display Language - English Load Connection - Single	1





**EXCEPTIONS AND CLARIFICATIONS:**

Offloading, rigging/securing, fuel, and all applicable taxes are NOT included. Physical Anchoring, any associated electrical and/or mechanical labor is the responsibility of others. Installation cost, permitting, NDEQ permits, UL2085 Fuel Tanks (if required), conduit, or wiring are NOT included. NETA and Infrared testing and cyber security protocol not included. Coordination Study not provided. Cummins Standard Genset and ATS Lug sizes will be provided. No additional testing is included beyond Cummins standard startup procedures. Unless otherwise specified in the quote Load bank testing is NOT included. Only those items outlined above will be included in this quotation. Any other items or materials added, regardless of specification, are subject to a price review by Cummins.

**START-UP AND CHECK-OUT SERVICE**

Start up services upon the installation of the above equipment by the electrical and mechanical contractors. Start-up services include the use of a trained generator service technician for testing of the equipment supplied and general operating instructions to the owner/personnel. These services will be performed during normal business hours, Monday through Friday 7:30 am to 5:00 pm. Recommend five-day notice to schedule start-up. Contractor needs to ensure that all engine and electrical systems are installed and connected to enable the system to be tested during the initial start-up and to prevent charges to the contractor for additional trips.

**NOTES:**

250kW

Proposal based on request for 250kW generator in weatherproof enclosure with 600A non service rated transfer switch.

Generator approx. weight: 12,000 lbs

175kW

Proposal for 175kW generator in a sound attenuated enclosure with 72-hour fuel tank and 800A Service Rated ATS in NEMA 3R outdoor enclosure. Pricing includes Remote Annunciator; standard start up and testing.

Generator approx. weight: 7,200 lbs

**LEAD TIME:**

Generator(s)

175kW - 16 weeks

250kW - 19 weeks

ATS(s)

600A - 11 weeks

800A (SE Rated) = 13 weeks



**Solicitation Number: RFP #092222**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cummins Inc., 500 Jackson Street, Box 3005, Columbus, IN 47201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** 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. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE WARRANTY, THERE ARE NO OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THE WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. Supplier further warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.



B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed

assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. To the maximum extent permitted by law, in no event will Supplier be liable under this Contract for consequential, incidental, or special damages, including without limitation any lost opportunity damages or lost profits, or savings, loss of use, loss of data, or downtime, even if it has been advised of their possible existence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage  
 \$1,000,000 Personal and Advertising Injury  
 \$2,000,000 aggregate for products liability-completed operations  
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:  
 \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
 \$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:  
 \$2,000,000 per claim or event  
 \$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
 \$2,000,000 per occurrence  
 \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to



laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

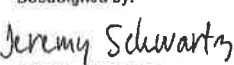
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

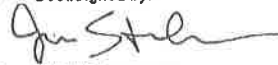
**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Cummins Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/17/2022 | 3:50 PM CST

DocuSigned by:  
  
By: 8AEEAAB1D1E4348F...  
James Stalnaker  
Title: National Accounts Sales Director  
Date: 11/17/2022 | 2:02 PM PST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64C...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/17/2022 | 6:54 PM CST

# RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

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## Vendor Details

Company Name: Cummins Inc.  
Does your company conduct business under any other name? If yes, please state: CSSNA  
Address: 500 Jackson Street  
Columbus, Indiana 47201  
Contact: Kirk Adams  
Email: kirk.e.adams@cummins.com  
Phone: 612-270-5540  
Fax: 612-270-5540  
HST#: 35-0267090

## Submission Details

Created On: Friday August 05, 2022 13:41:52  
Submitted On: Thursday September 22, 2022 08:52:00  
Submitted By: Kirk Adams  
Email: kirk.e.adams@cummins.com  
Transaction #: eb41a4b1-f681-44bc-af26-16fc920a2e26  
Submitter's IP Address: 155.190.17.4

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Cummins Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Cummins Power Systems Cummins Distribution Business
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Cummins Sales and Service North America (CSSNA). Cummins Southern Plains Power
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 0H229 SAM Registration 7PYM2 [80155845]
5	Proposer Physical Address:	500 Jackson Street Box 3005 Columbus, IN 47201
6	Proposer website address (or addresses):	www.Cummins.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James Stalnaker National Accounts Sales Director james.l.stalnaker@cummins.com 503-972-6609
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kirk Adams Sales Executive 18008 82nd Ave North Maple Grove, MN 55311 kirk.e.adams@cummins.com 612-270-5540
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jaime Ferguson Account Manager - Government Sales jamie.ferguson@cummins.com 612-201-3468

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Cummins Inc. Establish in 1919, is a 100 year old American multinational corporation that designs, manufactures, and distributes engines, filtration, and power generation products. Headquartered in Columbus Indiana, Cummins has 14 consecutive years on Ethisphere World's Most Ethical Companies list. Our mission is "Making people's lives better by powering a more prosperous world." Our vision is "Innovating for our customers to power their success".</p> <p>Our values are as follows:            INTEGRITY - Doing what you say you will do and doing what is right            DIVERSITY AND INCLUSION - Valuing and including our differences in decision making is our competitive advantage            CARING - Demonstrating awareness and consideration for the wellbeing of others            EXCELLENCE - Always delivering superior results            TEAMWORK - Collaborating across teams, functions, businesses and borders to deliver the best work</p>
11	What are your company's expectations in the event of an award?	To work with Sourcewell to grow our sales to Sourcewell Members by providing superior products and services at the best price.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached 2021 Annual Report. Cummins ranks 149 in the S&P 500
13	What is your US market share for the solutions that you are proposing?	Approx 35-40% market share
14	What is your Canadian market share for the solutions that you are proposing?	Approx 25% market share
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Cummins is a vertically integrated manufacturer that owns its sales distribution and service network. Cummins Sales and Service operate across 200 + branch location in the US and Canada. Cummins is unique in our industry as we own our North American distribution. All other competitors sell through 3rd party independent dealers and resellers. We believe by owning our distribution and service network this gives Cummins a competitive advantage as our goal is to optimize and standardize our network to deliver superior products and services to deliver a superior customer experience across the US and Canada</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Cummins requires all field service technicians to be trained and certified through its internal training program. Technician levels are grades 1 thru 4 with 4 being the highest level certification.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None



**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Cummins' rank on Newsweek's list of America's Most Responsible Companies (2021) Cummins received a perfect score for a 10th consecutive year in the Corporate Equality Index awarded by the Human Rights Campaign. The group is the largest U.S. civil rights organization for lesbian, gay, bisexual and transgender (LGBT) employees. Forbes magazine's list of the Top 25 Employers in America. The list was based on a survey of more than 20,000 American workers at large U.S. firms or institutions. Cummins was named one of the Top 50 Companies for Diversity by Diversity Inc magazine for a ninth consecutive year. Cummins ranked 21st on the magazine's list.
20	What percentage of your sales are to the governmental sector in the past three years	Approx 50%
21	What percentage of your sales are to the education sector in the past three years	Approx 25%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently we have Sourcewell (Approx \$5-6M annual sales), HGAC (Approx \$500K annual sales. Equalis (\$0 sales to date).
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are currently in process of resubmitting to GSA.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Municipal Engineer/Director of Public Works Township of West Orange	Leonard R. Lepore, P.E.	(973) 325-4160
West New York Board of Education	Jackie Zois	201-553-4000 Ext 30027
Burlington Township NJ	George Coolidge	(609) 239-5880
City of Vineland	Mercado Miguel	(856) 794-4040

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
US Army	Government	District of Columbia - DC	AAMPS (Advanced Medium Mobile Power Program)	\$ 1M avg sale	\$100M
US Airforce	Government	District of Columbia - DC	BEAR (Basic Expeditionary Airfield Resource)	\$850,000 avg sale	\$50 M
Schools at all levels of education in all 50 states and Canadian Provinces	Education	Alabama - AL	Approx 25% of Cummins Sales occur to Educational customers.	\$ 75k avg sale	\$1B
State Gov't in all 50 states and Canada Provinces	Government	Alabama - AL	Approx 25% of Cummins Sales occur to State Government entities	\$100K avg sale	\$1B
Non Profits in all 50 states and Canadian Provinces	Non-Profit	Alabama - AL	Approx 10% of Cummins Sales occur to Non-Profits	\$ 50K avg sale	\$50M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response*
26	Sales force.	Approx 350 Power Generation sales professionals, supported by Project Managers and Service personnel
27	Dealer network or other distribution methods.	Cummins operates globally across 190 countries. In North America we conduct business as "Cummins Sales and Service Northern America (CSSNA)". In North America we have sales and service personnel operating across 230 branch and parts distribution centers. We feel this gives us strategic control over inventories, parts stocking, and deployments of service personnel that is unique in our industry.
28	Service force.	<p>Approx 3400 certified technicians operating across 230 branch/parts/service centers. Our goal is nothing short of service excellence. Service is critical to our business model and that can only be achieved by "continuous improvement" . This applies from response times to parts or service deliveries. In short, doing what we say, when we say, all the time.</p> <p><b>FOUR POINTS OF THE SERVICE VALUE PROPOSITION</b></p> <ol style="list-style-type: none"> <li>1. Repair Velocity – Enhance Uptime for the Customer. Extensive logistics network provides the availability of parts necessary to deliver timely repairs</li> <li>2. Repair Quality – Peace of Mind. Our extensive experience dedicated to the Cummins products makes us the service experts. Best-in-class training programs for technicians.</li> <li>3. Service Excellence – Reliability and Consistency Predictive maintenance solutions utilize data and analytics to preempt failures before they occur.</li> <li>4. Service Innovation – Flexibility and Creativity. Technicians that remain onsite at customers' places of business and are dedicated to specific customers• Bumper to bumper service capabilities.</li> </ol>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by the local CSSNA sales team. The Sourcewell member need simply connect with the national account manager. The account manager will then reach out to the local sales to contact the member. The local sales rep will connect with the Sourcewell member and work with them on product configuration, local codes and standards, application, commissioning and preventative maintenance options.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Cummins Sales and Service is committed to providing exceptional sales, service and parts support and preventative maintenance programs for all Cummins engines, generators, and related components. Staffed by Cummins trained and certified professionals, our facilities provide 24/7 emergency call-out service 365 days a year. Our promise is to deliver exceptional products, dependable service, and reliable support, when and where you need it. Our goal is to keep your equipment on the job and operating at its peak efficiency. Please visit our locations page ( <a href="https://salesandservice.cummins.com/locations">https://salesandservice.cummins.com/locations</a> )
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	100% - Our goal is keep you equipment operating at peak efficiency.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	100% - Our goal is keep you equipment operating at peak efficiency.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell members are our customers. The difference is that we have historically followed the bid/spec process required by state law or policy. We educate and promote Sourcewell to our regional sales teams as a stream-lined process for these existing customers. Enclosed is a sample presentation that we have been presenting quarterly to educate our regional sales teams since 2020.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Cummins uses several different types of digital medium.</p> <ol style="list-style-type: none"> <li>1.) CRM - Salesforce based - used to track all customer contact, quotations, orders, project status, billing etc. It is how we track all Sourcewell member projects.</li> <li>2.) Landing Page - # of hits, indication if our market message/strategy is working.</li> <li>3.) Cummins Web Page - free access to Technical documentation (PowerSuite) and Application/Technical Seminars (PowerHour)</li> <li>4.) WWW.Cummins.com                             <ul style="list-style-type: none"> <li>A free, industry leading online tool for power system product sizing and specification generation</li> <li>Targeted Digital - Healthcare/Data Centers/Education/Government</li> <li>Landing Pages - Market specific targeting</li> <li>Flyers - Product Brochures, White papers on application</li> <li>Branch Signage - Local advertising</li> <li>Internal Communication - Focused meetings on specific markets and customers</li> <li>Trade Shows</li> </ul> </li> </ol>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>The Sourcewell material is excellent in communicating advantages to members. We simply use that material to educate and inform our own sales force on the advantage to end users. We have also participated in regional events and to learn more about Sourcewell and its members.</p> <p>Customer / Project Tracking - Cummins requires all customer projects be logged into our CRM (SalesForce). We established a tracking mechanism for all Sourcewell quotations / projects. We also require all Sourcewell projects to have specific naming convention as a secondary process check. The CRM tracks from quote to win-loss to project status through closure.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We use and support several different procurement portals such as Ariba, Oracle, etc

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Cummins offers an excellent technical platform that is free to all customers (see below). In addition, we offer fee based hands-on Preventative Maintenance training to customers that can be tailored to their needs. Any customer can 1-800-Cummins for service or tech support. In addition, there are free online technical resources available to any customer. These include both live and pre-recorded sessions such as:</p> <p>PowerHour: topic examples</p> <ul style="list-style-type: none"> <li>Features of Generator Set Control Based Paralleling</li> <li>NFPA 110 Time to Readiness</li> <li>NEC Code Changes for Emergency Power Systems</li> <li>Specifying Gaseous Generator Sets</li> <li>Introduction to Generator Set Sizing Software</li> <li>Emissions and Air Permitting for Emergency Generator Sets</li> <li>Transfer Switch Operation and Application</li> <li>Paralleling Solutions</li> <li>Generator Set Overcurrent Protection</li> <li>Power Ratings for Emergency Generator Sets</li> <li>Importance and Benefit of Selective Coordination</li> </ul> <p>To access the recorded webinars on-demand and download presentations, visit <a href="http://www.Cummins.com">www.Cummins.com</a>. Also, anyone can subscribe to receive PowerHour invitations.</p> <p>Power Suite™ offers the following tools and resources:</p> <ul style="list-style-type: none"> <li>GenSize™ - Sizing tool to optimize generator sizing and load profile recommendations</li> <li>GenCalc™ - Tools to calculate a range of project parameters including ventilation, short circuit, exhaust pressure, remote cooling and fuel pipe sizing</li> <li>GenSpec™ - Specification development tool to provide a sample specifications for North American and European based applications for Generator Set, ATS and Paralleling applications</li> <li>Tech Library - Technical catalog consisting of specification sheets, data sheets, and drawings for Generator sets, ATS, Remote Monitoring, Networking and Paralleling applications</li> <li>Accredited Continuing Education - Programs that offer educational seminars and webinars to grow your technology and fulfill your continuing professional development requirements</li> </ul>
41	Describe any technological advances that your proposed products or services offer.	<p>Cummins is a world leader in emissions technology, was the first to introduce micro-processor based genset controls and its ATS products have the highest interrupt ratings in the industry. Our sales and service personnel are trained and certified to ensure customers receive professional care.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Cummins is committed to its Planet 2050 Zero Emissions Strategy. The following are 2030 goal to help achieve that strategy:</p> <ul style="list-style-type: none"> <li>Reduce absolute greenhouse gas (GHG) emissions from facilities and operations by 50%.</li> <li>Reduce scope 3 absolute lifetime GHG emissions from newly sold products by 25%.</li> <li>Partner with customers to reduce scope 3 GHG emissions from products in the field by 55 million metric tons.</li> <li>Reduce volatile organic compounds emissions from paint and coating operations by 50%.</li> <li>Create a circular lifecycle plan for every part to use less, use better, use again.</li> <li>Generate 25% less waste in facilities and operations as percent of revenue.</li> <li>Reuse or responsibly recycle 100% of packaging plastics and eliminate single-use plastics in dining facilities, employee amenities and events.</li> <li>Reduce absolute water consumption in facilities and operations by 30%.</li> </ul>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>There are two key certifying entities that are important to our industry and our customers. EPA and UL. All Cummins products are EPA certified for emissions compliance. All products are also UL Listed and tested. In addition, Cummins has been named one of the world's top 100 organizations innovating for a better environmental future based on a review of the company's "Green Patent Portfolio."</p> <p>The ranking in Sagacious IP's GREEN100 Index follows Cummins' record year for global patents of all types in 2020. The company received 312 global patents that year, topping its previous record of 287 reached in 2017. That's a nearly 9% improvement over Cummins' previous record and a more than 12% increase over 2019.</p>

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	In concert with the Women's Business Enterprise National Council (WBENC), Cummins is proud to be included on the 20th annual list of America's Top Corporations for Women's Business Enterprises (WBEs), the only national award honoring corporations for world-class supplier diversity programs that reduce barriers and drive growth for women-owned businesses. As the only national award honoring corporations who choose to incorporate policies and programs to enable growth and reduce barriers for women-owned businesses, Cummins is committed to increasing opportunity in markets both domestically and internationally, fueling innovation and empowering communities through economic growth and job creation. WBENC is the largest third-party certifier of businesses owned, controlled, and operated by women in the United States.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Cummins is a well known supplier to most Sourcewell members. Cummins is unique in that it owns its North American distributors. Which means members are dealing with Cummins Inc and not a 3rd party dealer or LLC. This gives Cummins direct control over is sales and service organizations. We feel this is a tremendous advantage to Sourcewell members

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Cummins offers a 2 year comprehensive warranty. Additional coverage is available past the 2 years
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	None as long as the product is applied properly and routine maintenance is performed. It would exclude normal wear items such as belts, hoses, filters
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
50	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?	Cummins covers any products supplied by us. If there happened to be 3rd party supplier involved that would be handled internally by Cummins so that end users would not be burdened by that issue
51	What are your proposed exchange and return programs and policies?	Cummins does not exchange or accept returned products. In the rare case there is an issue, Cummins will fix in place or replace if the product is still under warranty. We can also provide assistance to facilitate used equipment sales or trade ins.
52	Describe any service contract options for the items included in your proposal.	Cummins offers multiple Preventative Maintenance contract options. It really depends upon the application and/or customer requested service.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Net 30 days. Standard commercial purchase order and invoice
54	Describe any leasing or financing options available for use by educational or governmental entities.	None at this time
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We would provide a commercial quotation in accordance with Sourcwell contract terms. If requested we could also provide a Preventative Maintenance agreement based upon customer application/needs
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we accept P-card and there is no fee.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Cummins has eliminated MSRP and List pricing for Commercial products. What we propose is a cost plus fixed mark-up on all Cummins content. In essence, instead of going from MSRP with a discount to achieve a target margin. We go from cost to achieve the target margin.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cummins will offer a member price that is approx 6% below Fair Market Value. The sales person will be allowed to go lower than that price if required.
59	Describe any quantity or volume discounts or rebate programs that you offer.	None. Most transactions are one-off product or project
60	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.	All Cummins pricing is based upon a target margin from cost (cost plus). We would maintain that target margin on all Cummins content. We would also offer discounts on any service requested.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our quotation would include all required items, less installation, that are required to fulfill the project requirements. Itemized pricing is available so that all product and services quoted are accounted for and open for review/discussion.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Cummins quote if based upon FOB factory with Freight allowed to first point of destination in the contiguous 48 states. There may be potential freight charges on 3rd party content, if required.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is allowed to the first destination in the contiguous 48 states. There would be additional cost for any offshore deliveries. We could coordinate shipment or the customer could use their own freight forwarder. There would be no freight charge to the first port in the contiguous US.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While none are offered in the proposal, we do have freight options for additional cost. Dedicated truck, tandem drivers, etc

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell members would receive approx 6% lower prices than Fair market value

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	All projects are logged into the Cummins CRM software tool (Salesforce). This tool tracks from inquiry to won/loss to internal project status and finally won project closed. Project status "closed" is the primary sort and this determines the total quarterly sales to members. That sales total (closed in the quarter) is what is used to calculate the Sourcwell fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Please see CRM Sourcwell Report. Quarterly sales are tracked in the CRM. These includes the number of open opportunities, projects won, projects lost, projects closed.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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 the RFP and template Contract for additional details.)	1.5% of whole goods sales

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	All commercial generator products diesel and natural gas/propane from 10kw to 3.5MW. and Automatic Transfer Switches (ATS) 40 amps to 4000 amps. These are shown by model # on the pricing sheets
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sub categories are parts, accessories, Eng-to-Order solutions. See price sheets

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Product range is 10-3.5mw
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	All standard options in our offering
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cummins is not in the rental business, however, we do sell rental products.



## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell final pricing submission.pdf - Tuesday September 20, 2022 11:21:31
- Financial Strength and Stability - 2022-02-03\_Cummins\_Reports\_Fourth\_Quarter\_and\_Full\_Year\_2021\_\_546 (1).pdf - Monday August 08, 2022 09:02:52
- Marketing Plan/Samples - Sourcewell GPO Training.pdf - Tuesday September 20, 2022 13:04:49
- WMBE/MBE/SBE or Related Certificates - Awards.PNG - Monday August 29, 2022 15:02:03
- Warranty Information - Warranty - Commercial Generators.pdf - Monday August 29, 2022 14:49:07
- Standard Transaction Document Samples - Sample - Sourcewell Project Tracking .xlsx - Thursday September 22, 2022 08:51:01
- Upload Additional Document - PowerSuite and Power Hour - On line tech training and documentation.pdf - Thursday September 08, 2022 10:41:06

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kirk Adams, Sr. Account Executive – National Accounts, Cummins Inc. (dba Cummins Sales and Service North America)

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	<input checked="" type="checkbox"/>	1





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central Inc. 200 E Randolph St. Chicago, IL 60601	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> A. I. King Insurance Agency, Inc. (CMI)</td> </tr> <tr> <td><b>PHONE (A/C. No, Ext):</b> 317-841-6004</td> <td><b>FAX (A/C. No):</b> 317-841-6006</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> cummins@aikinginsurance.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Swiss Re Corporate Solutions Elite Ins</td> <td style="text-align: right;"><b>NAIC #</b> 29700</td> </tr> <tr> <td><b>INSURER B:</b> Old Republic Insurance Company</td> <td style="text-align: right;">24147</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> A. I. King Insurance Agency, Inc. (CMI)		<b>PHONE (A/C. No, Ext):</b> 317-841-6004	<b>FAX (A/C. No):</b> 317-841-6006	<b>E-MAIL ADDRESS:</b> cummins@aikinginsurance.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Swiss Re Corporate Solutions Elite Ins	<b>NAIC #</b> 29700	<b>INSURER B:</b> Old Republic Insurance Company	24147	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Cummins Inc. 500 Jackson Street Columbus IN 47201-6258																					

**COVERAGES** **CERTIFICATE NUMBER: 86305841** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGP0000001-02	8/1/2025	8/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 5,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 5,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 5,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COMP/OP AGG	\$ 5,000,000		\$
EACH OCCURRENCE	\$ 5,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000																				
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GENERAL AGGREGATE	\$ 5,000,000																				
PRODUCTS - COMP/OP AGG	\$ 5,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 317015 25	8/1/2025	8/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td>PHYSICAL DAMAGE</td><td>\$ SELF-INSURED</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PHYSICAL DAMAGE	\$ SELF-INSURED				
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PROPERTY DAMAGE (Per accident)	\$																				
PHYSICAL DAMAGE	\$ SELF-INSURED																				
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CGU0000001-02	8/1/2025	8/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 20,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$ 20,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 20,000,000	AGGREGATE	\$ 20,000,000		\$								
EACH OCCURRENCE	\$ 20,000,000																				
AGGREGATE	\$ 20,000,000																				
	\$																				
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 314311-25 MWNEX 317722 (NY)	8/1/2025 8/1/2025	8/1/2026 8/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 2,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000	E.L. DISEASE - POLICY LIMIT		\$ 2,000,000		
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E.L. DISEASE - POLICY LIMIT		\$ 2,000,000																			
B	Excess Auto Liability			MWZX 317016 25	8/1/2025	8/1/2026	Limit 3,000,000														

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

County of Boone, Missouri is listed as additional insured as required by written Contract.

**CERTIFICATE HOLDER**

County of Boone, Missouri  
 C/O Purchasing Department  
 613 E. Ash Street  
 Columbia MO 65201

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Al King

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Cummins Inc.  
CGP0000001-02  
08/01/2025  
08/01/2026

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

All persons or organizations as required by contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.