



35kW Portable Generator

8/6/19

Submitted to:

Tim Reel
City of Whitewater

From:

Joe Anas
3Sixty Mission Critical
601 Knightsbridge Road
Waunakee, WI 53597
joanas@3sixtymc.com
Toll Free: 866-324-4410
Direct: 608.849.9935
www.3SixtyMC.com

ABOUT US



About 3Sixty

Yes, we are a full service company that specializes in Mission Critical applications like UPS, generator, HVAC and Fire Suppression equipment. Yes, we install and create comprehensive ongoing preventative maintenance plans for those critical infrastructure pieces. But there is so much more to get excited about! 3Sixty would like to help ease your burden.

Along with our mission critical core competencies we can also help you find a plumber, repair your roof, build out an office or remove snow from your parking lot.

We can set up services to mow laws, plant flowers and even get rid of pests, of the critter kind of course. Our goal is to become your single point of contact for as much facility maintenance or management duty as you or your company sees fit.

Beit critical or non-critical we can help. One number to call for all your facility needs, doesn't that sound nice?! Give us a call today and lets free up some of your time. [866.324.4410](tel:866.324.4410) or visit us at www.3SixtyMC.com

Our Mission

To deliver 100% uptime through comprehensive oversight of your facilities mission critical applications and doing so with the industry's highest level of customer service.

Our Approach

3Sixty Mission Critical is a company with a 360-degree approach to your facility. We are a relationship based company that will listen to your needs and customize a comprehensive solution to your request. We supply and install all mission critical equipment from floor to ceiling and won't leave you when the job is done. Once your critical infrastructure is in place we will develop with your team an ongoing strategy to support and maintain your equipment to ensure maximum health and uptime. From selection of equipment to installation and on to preventative maintenance, we have you covered.

Rest assured that 3Sixty Mission Critical will keep your facility up and running 24/7/365. Check out our other services in the "Products and Services" sections of our webpage and give us a call and see how 3Sixty can make a difference today.

Key Services:

- Mission Critical Equipment
- Site Assessments
- Equipment Installations
- Data Center Improvements
- Critical Infrastructure Upgrades
- UPS and Generator Maintenance
- Multi-Site and Consolidated Maintenance Contracts

Ancillary Services:

- Security Systems
- General Construction
- Janitorial
- Roof Repair
- Landscaping

Products:

- Generators
- UPS Systems
- Battery Replacements
- Switchgear
- Power Distribution
- HVAC, CRAC
- Fire Suppression



EQUIPMENT SPECIFICATIONS

GENERATOR – EQUIPMENT PROPOSED

- Quantity 1 – Generac Magnum Towable Generator
- Isuzu® 4LE2XAGV01 - turbocharged, aftercooled diesel engine o Prime – 57 hp, 42.8kWm @ 1800 rpm
- Standby – 63.7 hp, 47.5 kWm @ 1800 rpm
- 4-cylinder, 2.2 L displacement
- EPA Final Tier 4 approved
- Polyethylene, single wall fuel tank o 100 gal. (378.5 L) capacity
- 27 hr. run time – full load, Fuel tank built into skid of generator set
- Level 2 sound attenuation
- 120% Containment
- Cooling system capable of operating at 120°F (49°C) ambient
- Radiator and oil drains plumbed to exterior
- Rubber vibration dampers isolate engine/generator from frame
- Disposable air filter - paper element. Air cleaner restriction indicator
- 60 Hz engine/generator
- Electronic isochronous governing
- Idle switch, 60/40 Coolant
- Heated Fuel Filter
- Block Heater Cam Locks
- Battery Charger,
- 4 position phase switch

PROJECT MANAGMENT

1. Generation of shipment and handling schedule
2. Status Meetings, as required, with client personnel

CLARIFICATIONS

1. This proposal is for equipment only. All de-installation and subsequent installation services are by other.
2. It is understood that in the event undisclosed conditions or materials are encountered, or job conditions vary from this proposal, 3Sixty LLC will be paid for additional labor, materials, equipment, expense, overtime, and profit resulting from undisclosed conditions or materials.



EXCLUSIONS

1. Governmental fees, engineering, permits, or drawings not included in the Scope of Work.
2. 3Sixty LLC excludes any consequential damages, loss of use, loss of revenue, and any third party consequential damages limited to coverage's provided by Subcontractor's General Liability insurance.
3. Warranty or repair of existing electrical work/existing code violations.
4. Energy code compliance of existing electrical.
5. Labeling of existing electrical distribution or branch wiring.
6. Payment and performance bond.
7. Holiday Pay.
8. Installation.
9. Diesel Fuel
10. Crane and rigging

PRICING SUMMARY AND CUSTOMER AUTHORIZATION

- Base Bid – Generator Equipment:** **\$37,367.00**
- Per equipment specifications
 - Includes freight to 53190

Proposal Notes:

1. 3Sixty Payment Terms are as follows
 - a. 50% invoiced upon purchase order, Net 20
 - b. 50% invoiced upon delivery of genset, Net 20
2. This proposal remains valid for 30 days
3. Applicable taxes are not included in the above prices

X

*Authorized Signature**

Print Name

PO#

Date

*Signature authorizes 3Sixty Mission Critical, LLC to place order. Purchase order to follow. See Terms and Conditions for more info.

Purchase Order Instructions

To expedite order processing, please make all purchase orders to:

3Sixty Mission Critical, LLC
 601 Knightsbridge Road, Waunakee, WI 53597
 dabussan@3sixtymc.com

Product support is conducted from our Waunakee office at (866) 324-4410. Product service is conducted from a local office. If you have any questions or need additional information please feel free to call anytime.



TERMS AND CONDITIONS

3Sixty Mission Critical, LLC. Terms and Conditions

- 1. Terms of Sale.** These Additional Terms and Conditions ("Terms") govern all sales of products ("Products") and services ("Services") by 3Sixty Mission Critical, LLC. ("3Sixty") to the Customer (the "Customer") referenced in the Proposal submitted herewith (the "Proposal"), regardless of whether Customer purchases the Products and/or Services by signing the Proposal, or purchases the Products and/or Services through the medium of written purchase orders, facsimile, e-mail or electronic orders (a "Purchase Order"). Any additional or different terms in the Customer's Purchase Order or other forms are hereby rejected. In case of a conflict between these Terms and the Purchase Order, these Terms prevail except where 3Sixty has expressly agreed to the conflicting term in its acceptance or order acknowledgment. In case of a conflict between the Purchase Order and 3Sixty's acceptance or order acknowledgment, the acceptance or order acknowledgment prevails. The applicable terms of the Proposal, Purchase Order, Terms, and 3Sixty's acceptance or acknowledgment may be collectively be referred to herein as the "Sales Agreement".
- 2. Price.** The price of the Products and Services, as set forth in the Sales Agreement, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless otherwise expressly provided in the Sales Agreement. Customer shall be responsible for the payment of all such taxes. The price does not include items not specified in the Proposal, excludes items listed as exclusions in the Proposal, and does not include maintenance, repair or code compliance for any existing conditions or equipment, or costs and expenses relating to any concealed or subsurface conditions.
- 3. Payment.** Payments must be made to 3Sixty in U.S. dollars. Unless otherwise provided in the Proposal, payments shall be made within 20 days of Customer's receipt of an invoice. If the Proposal requires a down payment and/or payment in installments, 3Sixty may withhold the ordering and/or delivery of Products (or additional Products), and the performance or continued performance of Services until such payments are made, and all delivery dates shall be extended accordingly. Payments not received when due shall bear interest at the lower of 1.5% per month, compounded monthly, or the maximum rate allowed by law. 3Sixty reserves the right to limit or cancel the credit of Customer, and 3Sixty may require or demand payment or adequate assurances of performance from Customer prior to delivering Products (or any additional Products) or prior to beginning the performance of any Services (or performing any additional Services), and in such event, all delivery dates shall be extended accordingly.
- 4. Shipment.** All shipments are F.O.B. 3Sixty's delivery dock at 2810 Crossroads Dr, Madison, WI 53718 unless shipping directly from the Original Equipment Manufacturer (OEM). The term "F.O.B." has the meaning prescribed by the Wisconsin Uniform Commercial Code, the edition in effect at the time of contract. Customer must pay all transportation costs of the Products. 3Sixty may make partial shipments at 3Sixty's sole discretion. 3Sixty will endeavor to meet the shipping and completion dates specified in the Sales Agreement. If 3Sixty is unable to meet those dates, Customer has no claim for damages resulting from any such delay in delivery/performance, and Customer shall continue to be responsible for payment for the Products and Services once delivered.
- 5. Title and Risk of Loss.** Title to the Products passes to Customer when the Products are fully paid for. 3Sixty is not responsible for damage or loss in transit. All risk of loss to the Products passes to Customer as the Products are loaded onto the carrier.
- 6. Warranty.** All products are covered by the manufacturer's warranty, if any, specified in the Proposal, and such warranty is the exclusive warranty on the Products. 3Sixty warrants that all Services will be free from defects in workmanship for a period of one (1) year from the completion of such Services. THE PRECEDING IS 3SIXTY'S ONLY WARRANTY CONCERNING THE PRODUCTS, SERVICES AND THIS SALES AGREEMENT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS. ALL OTHERS OF WHICH ARE DISCLAIMED, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. IN NO EVENT SHALL 3SIXTY'S LIABILITY, IF ANY, FOR LOSS OR DAMAGES RELATING TO OR ARISING OUT OF THE SALES AGREEMENT, THE PRODUCTS OR THE SERVICES EXCEED THE PURCHASE PRICE (OR PORTION THEREOF) ACTUALLY PAID BY CUSTOMER TO 3SIXTY UNDER THE SALES AGREEMENT FOR THE DEFECTIVE PRODUCT OR SERVICE GIVING RISE TO SUCH LOSS OR DAMAGE.
- 7. Waiver of Certain Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE SALES AGREEMENT, IN NO EVENT SHALL 3SIXTY BE LIABLE FOR ANY LOST REVENUE, LOST PROFIT, LOST DATA, OR ATTORNEY FEES, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF 3SIXTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. SOME STATES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.
- 8. Termination.** In the event of a breach by Customer, 3Sixty may immediately terminate the Sales Agreement upon giving written notice of termination to Customer. If the Sales Agreement is terminated by 3Sixty because of Customer's breach, 3Sixty is entitled to reasonable reimbursement for any labor, materials or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.
- 9. Excusable Delays.** 3Sixty is not liable or responsible for delay or failure to perform any of 3Sixty's obligations under the Sales Agreement to make delivery of Products or perform Services occasioned by (i) any cause beyond its reasonable control, including, but not limited to, a labor dispute, industry disturbance, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God, or (ii) by acts or omissions of Customer, including, but not limited to, Customer's failure to promptly comply with the terms of payment under the Sales Agreement ("Excusable Delays"). The date of delivery must be extended for a period equal to the time lost by reason of any of the Excusable Delays.



10. **Security Interest.** As security for Customer's performance of its obligations hereunder, 3Sixty hereby reserves a purchase money security interest in all goods sold by 3Sixty to Customer, and in the proceeds thereof. In the event of default by Customer in any of its obligations to 3Sixty hereunder, 3Sixty may repossess the goods sold hereunder without liability to Customer. A copy of the invoice covering the goods may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect 3SIXTY's security interest. On request of 3Sixty, Customer shall execute such financing statements and other instruments that 3Sixty may reasonably request to perfect 3Sixty's security interest. Furthermore, 3Sixty is authorized to execute and file on Customer's behalf, a financing statement evidencing this security interest.
11. **Miscellaneous.**
- (a) The Sales Agreement constitutes the entire agreement between the parties and can only be modified by a writing signed by both parties.
 - (b) In the event that any Section or provision of the Sales Agreement (or portion thereof) shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other Sections or provisions of the Sales Agreement, and the remaining Sections and provisions, or portions thereof, shall remain in full force and effect. Unless otherwise required by law, a court of competent jurisdiction may modify the objectionable Sections or provisions so as to make them valid, reasonable, enforceable, and to effect the intent of the parties hereto.
 - (c) All disputes between Customer and 3Sixty shall be governed by the laws of the State of Wisconsin, U.S.A. (without application of its choice of law rules). In the event of any disputes between Customer and 3Sixty, Customer and 3Sixty hereby submit to the exclusive jurisdiction of the state and federal courts situated in Dane County, Wisconsin. In any controversy or claim arising under the Sales Agreement, the prevailing party shall be entitled to an award of all costs and expenses including an award of actual attorney fees from the non-prevailing party.
 - (d) Facsimile and scanned signatures shall be acceptable to and legally binding on all parties.