

ITEM OPPORTUNITY SYNOPSIS

Name of the item to be scouted: 200 hp dynamometer drive

NAICS Code, if known:

Opportunities will be posted for 30 days unless another timeframe is given below.

Number of Days: 30

TECHNICAL INFORMATION

Describe the Item:

Please describe the item application/the end use of item. 200 hp dynamometer drive is needed to power downstream dynamometer controls. (The existing BEP M4100 light-duty dynamometer system must be powered by a compatible power drive).

Provide the item number if applicable: (N95 Mask vs Protective Mask).

Supplier Information:

Type of Supplier being sought (select from list below)

Manufacturer

Contract Manufacturer

Distributor

Other (please specify)

Reason for scouting submission (select from list below)

2nd Supplier

Price

Re-Shore

Past supplier no longer available

New Product Startup

Other (please specify)

Drive system needed is part of complex system and is being specified by integrating contractor.

Summary of Technical Specifications and Performance Requirements:

Describe the manufacturing processes (elaborate to provide as much detail as possible) This is an electrical power system that powers downstream mechanical operations of the dynamometer and communicates with upstream control systems.

Provide dimensions / size / tolerances / performance specifications of the item. 200 hp air-cooled chassis drive with interconnecting cables. Must provide installation that is compatible with current downstream and upstream systems. Must provide installation supervision and ensure that the full system is able to operate as intended with existing components.

List required materials needed to make the product, including materials of product components, if applicable. This is a replacement electrical power system (to replace a failed system) that must integrate with existing systems and components that are still operational. There are many materials and multiple complex components comprising this system.

Are there applicable certification requirements?

Yes

No

Please Explain: Manufacturer must meet requirements of CFR 1065 commissioning regulations regarding speed/acceleration/etc

Are there any applicable regulations that apply to the production of this item?

Yes

No

Please Explain: CFR 1065 commissioning regulations regarding speed/acceleration/etc

Are there any other standards, requirements?

Yes

No

Please Explain:

Additional Comments:

Is there other information that would impact the item's performance or usefulness? Please explain.

Business Information

Volume and Pricing:

Estimated Potential Business Volume (i.e. #Units per day, month, year): This is a single system to replace a system failure

Estimated Target Price / Unit Cost Information: (flexible and negotiable not accepted)

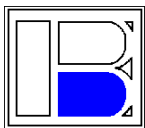
~\$155,000 per unit/installation/integration

Delivery Requirements:

When is it needed by? (Immediate, 30 days, 6 months, etc) Immediate

Describe packaging requirements (i.e., individually/ group packaging). NA (Manufacturer must provide and install system)

Where will this item be shipped? Research Triangle Park, NC



BURKE E. PORTER MACHINERY COMPANY
730 Plymouth N.E.
Grand Rapids, MI 49505
Phone: 616-234-1200 Fax: 616-459-1032

QUOTATION Number: 17338P0
Quotation Date: 4/17/2023
Expiration: This proposal expires 60 days from the quotation date above.
Delivery Terms: Ex Works BEP Facility in Grand Rapids, MI
Payment Terms: NET 30 Days

Customer Ref. Number: NA
Quoted To: Heidi Vreeland
Plant: Environmental Protection Agency - North Carolina
Customer Number: E05000

Quote Contacts:	Jeremy Gutierrez	Keith Thompson
Title:	Applications Engineer	Technical Sales Director – Lab Products
Phone:	(616) 234-1205	(616) 293-5765
Email:	jeremy.gutierrez@bepco.com	keith.thompson@bepco.com

200 HP Dynamometer Drive Upgrade for BEP M4100 – SN 506477 2WD Dynamometer

The existing Baldor 200 hp dynamometer drive will be replaced.



The new ABB 200 (or 400) hp air cooled drive cabinet will be installed within 50 feet of the existing panels. The old Baldor drive will be removed, and customer will store for spare parts or dispose of old drive.



BEP Pricing Table:

Item	Description	Price Each	Qty	Extension
10	ABB 200 HP Air Cooled Chassis Drive (New) - Engineering services (Design, BOM release, Follow-up) - (1) 200 HP ABB drive (Brand new drive) - (1) Set of interconnect Cables from old drive to new drive - Expediting included - Estimated 16-24 week lead time. Cannot confirm until PO is placed.	\$119,000	1	\$119,000
20	ABB 400 HP Air Cooled Chassis Drive (In stock) - Engineering services (Design, BOM release, Follow-up) - (1) 400 HP ABB drive (Approx. 16-month old drive in stock at BEP, Grand Rapids) - (1) Set of interconnect Cables from old drive to new drive - Expediting included - 4-8 week lead time. Cannot confirm until PO is placed.	\$162,900	0	
30	Complete Installation (Provided by customer) - Unload drive - Remove old drive - Install new drive within 50 ft of existing panels - Customer to provide conduits - Install new conduit runs - Install new cables	NA	0	NA
40	Installation Supervision, Startup & Commissioning - Customer prepared site - Burke Porter Field Service Engineer(s) will oversee mechanical and electrical installations, providing on-site support to the customer supplied laborers. - Engineering Support for installation line up meetings and remote support for new trades - Includes Standard Dyno Performance Acceptance Test Procedures	\$33,300	1	\$33,300
Grand Total (USD)				\$152,300

Additional Payment Terms - All prices are Ex Works from our facility in Grand Rapids, MI. Sea Worthy packaging is not included, unless listed as a separate line item. Terms 30/60/10. 30% at PO, 60% at shipment, 10% upon acceptance at the final customer site, not to exceed 10 weeks from shipment.

Lead Time ARO: Shipment from BEP currently estimated to be 16-24 weeks after receipt of PO depending on options chosen and the workload at the time of order placement. If a different delivery is needed, please do not hesitate to let us know because we can often accommodate this as well.

Delivery will need to be re-evaluated upon receipt of purchase order.

Delivery may be affected by supply chain issues due to the Covid-19 pandemic.

Warranty: 12 months (Parts only) included with this purchase. Extended warranty options are negotiable.

Delivery Terms: Grand Rapids, MI. BEPCO will load equipment on truck supplied by customer. Freight charges to site are the responsibility of customer unless otherwise stated.

Note: See attached BEP Standard Terms and Conditions.



BURKE E. PORTER MACHINERY COMPANY
STANDARD TERMS FOR SALES OF GOODS OR SERVICES

1. **Formation of Contract.** The terms set forth in this form are the sole terms for the sale of goods and services by Burke E. Porter Machinery Company ("Seller"), unless otherwise specifically provided for by Seller in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Buyer's order or acknowledgment or otherwise proposed by Buyer. Buyer's acceptance of these terms shall be conclusively presumed by Buyer's signature on this form or by Buyer's submission of a purchase order in response to this document. Any contract made for the sale of goods or services by Seller is expressly conditional on Buyer's assent to the terms stated in this document. Seller objects to any additional or inconsistent terms proposed by Buyer.
2. **Price.**
 - a. **Exclusions.** The quoted price does not include applicable taxes such as city, state or federal, sales, use, or excise taxes. Furthermore, the quoted price does not include any other products, services or work not specifically described in this document. All taxes and charges shall be Buyer's responsibility and may be added to the invoice as a separate and additional charge to Buyer unless an acceptable exemption certificate is presented to Seller. Seller shall also have the right to separately bill Buyer at any time for any taxes and charges that are attributable to this sale, that the Seller may be required to pay. Buyer shall reimburse Seller on demand for all those amounts.
 - b. **Price Increases.** There is a \$150.00 minimum order amount on all spare parts orders to Seller. The price quoted by Seller shall be subject to any increases in Seller's cost of labor or materials occurring after the date of the quotation and before a purchase order is received. The price shall also be subject to increases to accommodate shipment in more than one lot, in the event Buyer does not desire shipment at one time of all the goods covered by the quotation. Spare parts quotes from Seller expire in sixty (60) days from date of issue.
3. **Payment Terms.** Payment in full on all invoices is due thirty (30) days after invoice date. Invoices not paid within thirty (30) days shall have a service charge added to the amount due of one and one half percent (1 ½ %) per month. No cash discounts shall be allowed.
4. **Shipping.** Unless otherwise indicated, all quoted prices are F.O.B., Seller's plant, at which time title shall pass to Buyer. Buyer is solely responsible for all shipping and insurance for the goods and shall bear all risk of loss or damage to the goods during transit. Freight may be prepaid by Seller at its option and added to the invoice. Buyer shall promptly inspect all goods received from Seller and promptly inform Seller of any defects before using the goods.
5. **Limited Warranty and Disclaimer.** Seller warrants to the original Buyer that spare parts either purchased or manufactured by Seller shall be free under normal use from defects in material or workmanship, except for normal wear and tear, for a reasonable period of time not to exceed ninety (90) days from the date of shipment from Seller's plant unless otherwise stated in Seller's proposal. This warranty does not extend to future performance. The determination of whether a defect exists shall be made solely by Seller. Buyer shall not return any goods to Seller until Seller has agreed to the return and provided a Return Material Authorization (RMA) number to receive it on. This RMA number must appear on both the box and the paperwork accompanying the returned item. Upon evaluation, Seller will determine whether the goods should be repaired or replaced. Any shipping cost for returning defective goods shall be paid by Buyer. Any goods returned to Seller shall be subject to a reasonable charge to cover Seller's cost of handling, restocking, and reconditioning the goods to return them to saleable condition. This warranty shall not cover any article that has been misused, neglected, damaged or altered after leaving Seller's possession. Seller's obligation under its warranty is limited to Seller's repair or replacement, at Seller's sole discretion, of those goods sold by Seller to Buyer that do not satisfy this warranty, provided that written notice of the defect is given to Seller by Buyer within thirty (30) days after the defect is discovered.

DISCLAIMER

NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF BUYER, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER.

6. **Buyer's Design Responsibility.** This section shall apply to the extent that Seller's goods are produced according to Buyer's specifications. Buyer acknowledges that Buyer is not relying on Seller in any way for design or engineering with respect to the products or the adequacy of the specifications. Seller has no responsibility for design, engineering or other advice regarding any product specifications provided by Buyer. Buyer's responsibility shall include, but not be limited to, responsibility for determining how goods made by Seller will perform when integrated into an assembly or subassembly with goods not made by Seller. Buyer shall defend, indemnify and hold Seller harmless against all product liability, product recall, and other claims, liabilities and expenses, including but not limited to actual attorney fees, incurred by Seller arising out of any claimed design or engineering defect relating to specifications provided by Buyer to Seller.
7. **License Regarding Buyer's Specifications.** Buyer grants to Seller an irrevocable nonexclusive license to produce parts pursuant to any specifications provided by Buyer. Buyer warrants that it has the authority to grant this license to Seller, and that neither the granting of this license nor Seller's manufacture and sale of parts produced according to Buyer's specifications will violate any agreement to which buyer is subject, any patent or other intellectual property right to any party, or any applicable law.
8. **Indemnification of Seller (General).** Buyer shall indemnify, defend, and hold Seller and its agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, sustained by Seller or its agents that are caused by any action of Buyer relating to the goods or services sold by Seller to Buyer.
9. **Indemnification of Seller (Patents).** Buyer shall indemnify, defend, and hold Seller and its agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, arising out of any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition in connection with the manufacture, sale, or use of the goods sold to Buyer, except to the extent that any claim, liability, or expense arises solely from specifications developed by Seller.
10. **Cure.** If a shipment of goods is rejected by Buyer, Seller shall have the right to cure in any reasonable manner the error, defect, shortage or other nonconformity giving rise to the rejection.
11. **Tools.** All tools, jigs, dies, fixtures, patterns and equipment furnished to Seller by Buyer to perform the contract, or for which Seller has been reimbursed by Buyer, shall remain the property of Buyer ("Buyer's Tools"). Seller shall keep Buyer's Tools in reasonable repair. Seller may charge a storage fee for Buyer's Tools left at Seller's place of business for more than 90 days after Seller has completed using them for the manufacturing and delivery of goods. All shipping charges for Buyer's Tools shall be Buyer's responsibility. Risk of loss during shipment of Buyer's Tools shall be on Buyer. All other tools, jigs, dies, fixtures, patterns and equipment used in connection with the goods shall belong to Seller.

Seller and Buyer agree that Seller shall have a security interest in Buyer's Tools and Equipment as security for payment of any sums owing from Buyer to Seller at any time for any reason. Seller shall have the right to retain possession of all those items until full payment for the goods has been made, without affecting any other rights or remedies available to Seller.

12. Force Majeure. Any delay or failure of Seller to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond Seller's reasonable control, such as: acts of God; governmental actions; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; terrorist acts, utility interruptions, failures or delays by Seller's vendors, or court injunction or order.

13. Cancellation or Change. Except as otherwise agreed by Seller in writing, a sale of goods or services under this document is not subject to cancellation or change. The following terms shall apply to any cancellation approved by Seller in writing except as otherwise agreed in writing:

Any items completed at the time Seller receives a written cancellation notice from Buyer will be shipped and invoiced at the contract price.

Work on the balance of the order will be stopped as promptly as reasonably possible and Seller shall be reimbursed for all actual expenditures, commitments, liabilities and costs, determined in accordance with generally accepted accounting practice, made or incurred with respect to those items not completed, plus a profit of fifteen percent (15%) on those expenses, less any net recovery to Seller on disposition of returned goods to others within a period of forty-five (45) days after the cancellation. In addition, Seller has the right to recover from Buyer all damages for cancellation, including but not limited to incidental, consequential and indirect damages and lost profits.

14. Waiver. No right or remedy of Seller shall be deemed to have been waived or renounced, in whole or in part, unless that waiver or renunciation is supported by consideration and is in writing signed by Seller.

15. Confidentiality of Seller's Information. Any information disclosed by Seller to Buyer is confidential, and Buyer agrees not to use or disclose any of that information without Seller's prior written consent.

16. Buyer's Default. Buyer is in default if any of the following occurs:

Buyer breaches, repudiates, or threatens to breach any term in the contract evidenced by this document or in any other agreement between Buyer and Seller, including but not limited to a failure to pay all sums when due;

Insolvency of Buyer or filing a voluntary or involuntary petition in bankruptcy with respect to Buyer;

1. Appointment of a receiver or trustee for Buyer;

Buyer's credit becomes impaired; or

Execution of an assignment for the benefit of creditors of Buyer.

17. Seller's Remedies. In the event of Buyer's default, Seller may exercise any remedies available under applicable law, including but not limited to the following remedies:

Seller may require payment in advance;

Seller may suspend performance or cancel all or any part of the balance of any contract with the Buyer; and

Buyer shall reimburse Seller for all damages suffered due to Buyer's breach, including but not limited to incidental, consequential, and other damages, as well as lost profits, reasonable attorney fees, and court costs.

The remedies in this document shall be cumulative and in addition to any other remedies allowed to Seller under applicable law. No waiver by Seller of any breach or remedy shall be a waiver of any other breach or remedy.

18. General.

Compliance with Laws. Buyer warrants that it is and will remain in compliance with all federal, state and local laws, regulations and ordinances relating to Buyer's ability to perform its obligations under this purchase order.

Setoff. Seller has the right to deductions or setoffs of any sums due to Seller from Buyer (whether or not arising from this agreement) against any sums due to Buyer from Seller (whether or not arising from this agreement).

Assignment. Buyer shall not assign its rights or delegate its duties under this document without Seller's prior written consent. Seller may assign to any third party its rights and obligations with respect to Buyer.

Entire Agreement and Amendment. This document contains all of the terms of the agreement between Seller and Buyer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Seller and Buyer. The contract evidenced by this document may be amended only by a writing signed by Buyer and an officer of Seller.

Severability. All terms shall be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect.

State Law. The sale of goods and services in accordance with this document shall be governed in all respects by the laws of the State of Michigan.

Jurisdiction and Venue. Seller and Buyer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in Kent County, Michigan. Buyer submits to personal jurisdiction in Michigan.