



April 5, 2024

Prepared by

Ray Caparas

raymond.caparas@cummins.com

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

Item	Description	Qty
1	Sourcewell Contract 092222-CM	1
2	C100D6C Diesel Genset, 60Hz, 100kW U.S. EPA, Stationary Emergency Application C100D6C, Diesel Genset, 60Hz, 100kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, Reconnect, Full Output, 120C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 2 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, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Mechanical Fuel Gauge 5 Gallon Lockable Spill Containment Fuel Fill Box Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Valve - Fuel Tank, Over Fill Protection Valve, 95% Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Analog Meters - AC Output Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connections - Dual Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker, Location B, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position C)-None Engine Governor - Electronic, Isochronous Engine Starter - 12 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 Warning - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Test Record - Strip Chart Test - Extended, Standby Load, 4 Hour Test Record - Safety Shutdowns Test Record - Exhaust Temperature Test Record - Ambient Temperature and Pressure Cummins Certified Test Record Genset Warranty - 2 Years Base Literature - English	1



Item	Description	Qty
	Packing - Skid, Poly Bag Larger Battery Rack Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Ship Loose - Vent Kit A	
3	Sound Level2 Baffle, Shipped Loose	1
4	Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft	1
5	Generator Starting Batteries	2
6	OTECB, OTEC Transfer Switch-Electronic Control: 225A OTEC225, Transfer Switch, PowerCommand, 225 Amp Listing - UL 1008/CSA Certification IBC Seismic Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Terminal Block - 30 Points Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
7	Annunciator-Panel Mounted With Enclosure (RS485)	1
8	Factory direct delivery, off-loading by others. No additional storage, handling or rerouting included. Flatbed delivery is available for an additional charge.	1
9	Startup & System Testing, 2hr Load Bank Test, Building Transfer, Install Batteries, Training During Startup Visit, 1 Day.	1

**TOTAL: \$ 63,850.00**

Quote value does not include any tax.

**EXCEPTIONS AND CLARIFICATIONS:****COVID 19 SUPPLEMENTAL STATEMENT**

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

**INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION**

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

**OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)**

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

**SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS**

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

**TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS**

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

#### CUMMINS STANDARD EXCLUSIONS

##### Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

##### Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

##### Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

##### Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

##### Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

##### Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

##### Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

##### Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

##### Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

##### Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

##### Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

##### Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

#### NOTES:

This proposal is based on specification section 263214 and 263600 dated March 2024. We know of no one line.

#### LEAD TIME:

##### Submittal

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

##### Equipment

Generator - Current lead-time is 38 - 40 weeks after submittal approval and release for production.

ATS- Current lead-time is 18 - 20 weeks after submittal approval and release for production.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.



Thank you for choosing Cummins.

Submitted by:

Ray Caparas  
[raymond.caparas@cummins.com](mailto:raymond.caparas@cummins.com)

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

05/23/2024

Date

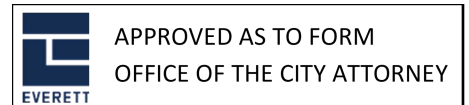
City of Everett

Company Name

Cassie Franklin, Mayor

Printed Name & Title

Purchase Order No



Attest:

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**TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

**2. SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

**3. PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins,

as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

**4. TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**5. TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**6. INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**7. LIEN; SECURITY AGREEMENT.** ~~Removed~~

**8. CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

**9. TERMINATION.** Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

**10. MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**11. TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks



for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**12. MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**13. WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**14. LIMITATIONS ON WARRANTIES.**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**15. INDEMNITY. Intentionally Removed**

**16. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**17. DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or

becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**18. CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**19. CONFIDENTIALITY.** Removed

**20. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

**21. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**23. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**24. PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

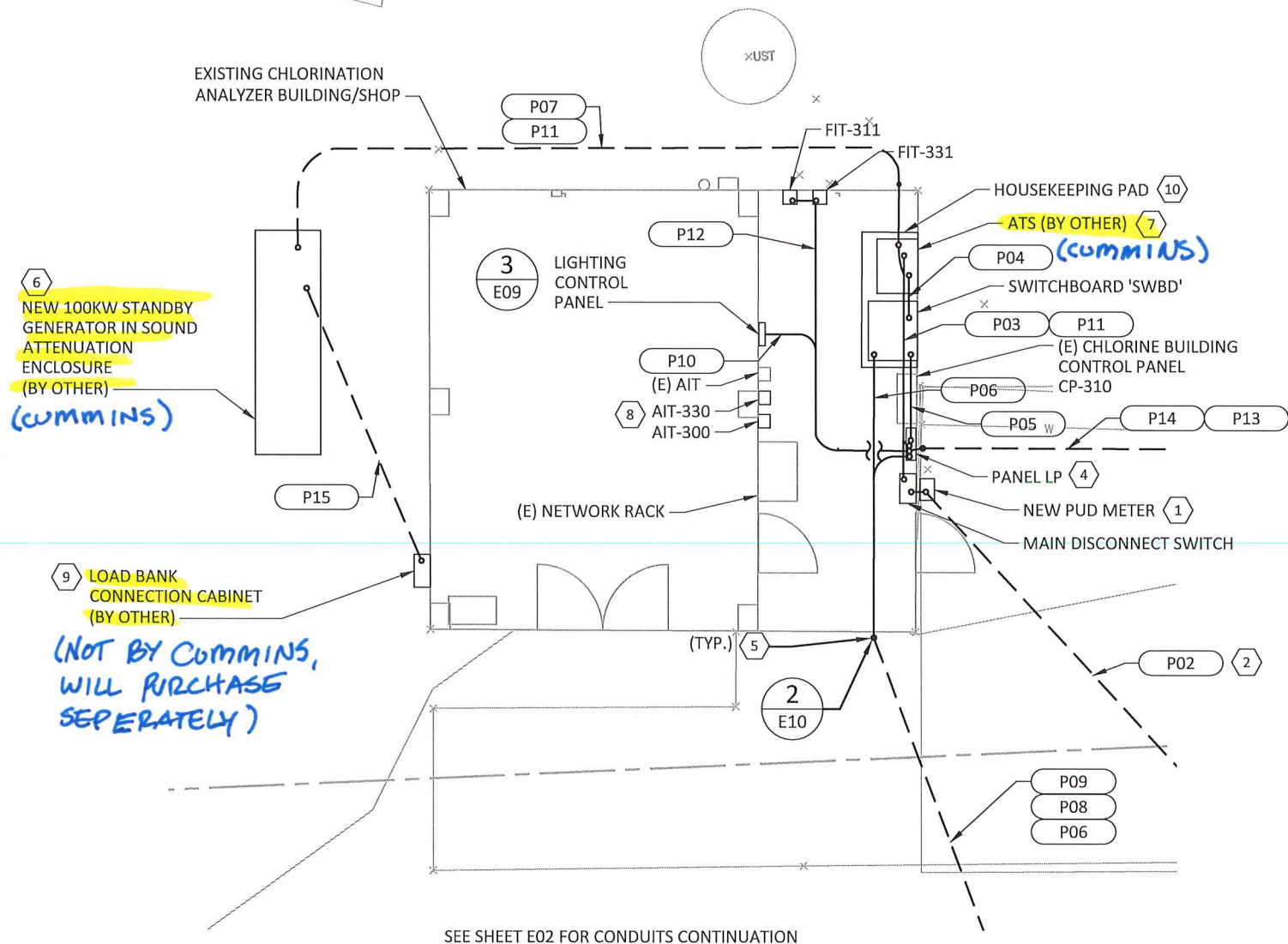
**25. MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and



Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

**26. COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**



**SECTION 26 32 14**  
**ENGINE GENERATOR - DIESEL**  
**FOR PRE-PROCUREMENT**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
1. Engine generator equipment.
  2. Fuel storage tanks.
  3. Engine generator enclosures and accessories.
  4. Access stairs and platforms, including performance and design criteria for required delegated design services.

**1.02 REFERENCES**

- A. Reference Standards:
1. Environmental Protection Agency (EPA):
    - a. 40 CFR Part 60, Subpart IIII, Protection of Environment, Standards of Performance for New Stationary Sources, Standards for Performance for Stationary Compression Ignition Internal Combustion Engines.
  2. National Electrical Manufacturers Association (NEMA):
    - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
    - b. MG 1, Motors and Generators.
  3. National Fire Protection association (NFPA):
    - a. 70, National Electrical Code (NEC):
      - 1) Article 701, Legally Required Standby Systems.
  4. Underwriters Laboratories, Inc. (UL):
    - a. 2200, Standard for Stationary Engine Generator Assemblies.

**1.03 QUALITY ASSURANCE**

- A. Qualifications:
1. Supplier:
    - a. The engine generator equipment manufacturer or other authorized supplier has unit responsibility for furnishing all components of required engine generator systems and proper, initial operation of systems required by this Section.

**1.04 SUBMITTALS**

- A. Action Submittals: Submit the following:
1. Shop Drawings:
    - a. Schedule: Where the Work includes furnishing more than one engine generator system, submit schedule of engine generator systems, indicating for each engine generator system: identification or tag number, engine generator size, location, enclosure type, fuel storage tank capacity, and other pertinent data.
    - b. Dimensioned plan, elevation, sections, and detail drawings for engine generator equipment, enclosures, and other components furnished by engine generator manufacturer.
    - c. Fuel storage tank.
    - d. Wire interconnection drawings.
    - e. Control panel layout drawings and internal wiring diagrams.
    - f. Engine/generator unit sizing calculations.

2. Product Data:
    - a. Manufacturer's literature and published data for all components and accessories of engine generator systems.
    - b. Include data sheets that include manufacturer's name and product model number.
      - 1) Clearly identify all optional accessories.
    - c. Acknowledgement that products are NRTL listed or are constructed utilizing NRTL recognized components.
    - d. Manufacturer's delivery, storage, handling and installation instructions.
    - e. Product installation details.
    - f. Short Circuit Current Rating (SCCR) nameplate marking per NFPA 70, include any required calculations.
    - g. Engine/generator performance curves.
  3. Delegated Design Instruments of Service Submittals (NOT APPLICABLE):
    - a. For access stairs and platforms, submit the following documents prepared, sealed, and signed by licensed, registered delegated design professional retained by Contractor, Subcontractor, or Supplier:
      - 1) Design drawings.
      - 2) Design specifications.
      - 3) Certificate of Compliance.
  4. Testing Plans, Procedures, and Testing Limitations:
    - a. Testing procedure, apparatus, and limitations of apparatus and procedure, for:
      - 1) Source quality control activities indicated in this Section.
      - 2) Field quality control activities indicated in this Section.
- B. Submittals: Submit the following:
1. Certificates:
    - a. Generator equipment manufacturer's documentation of engine USEPA certification including USEPA family name and generator equipment model designation.
  2. Other Required Delegated Design Submittals for access stairs and platforms:
    - a. Delegated Design Calculations:
      - 1) Complete design calculations, sealed and signed by delegated design professional, indicating: Basis of design, including list of Laws and Regulations (including code) and standards used for design.
      - 2) Delegated Design Calculations will not be checked and are submitted for record purposes only.
    - b. Shop Drawings bearing delegated design professional's approval stamp. Alternatively, such drawings may be submitted as delegated design professional's "instruments of service" design drawings, required above, when such drawings are sealed and signed by the delegated design professional.
    - c. Product data bearing delegated design professional's approval stamp.
  3. Supplier Instructions:
    - a. Serial numbers of items furnished, equipment nameplate information, and similar information for all items furnished.
    - b. Instructions for handling, installing, and startup.
  4. Source Quality Control Submittals:
    - a. Results of tests, inspections, and other quality control activities required by the Contract Documents and performed at the place of production or fabrication.
  5. Field Quality Control Submittals:
    - a. Results of tests, inspections, and other quality control activities required by the Contract Documents and performed at the Site.
  6. Supplier Site Visit Reports:
    - a. Report of each visit to the Site by Supplier, summarizing purpose of visit, activities while onsite, problems encountered, advice given to Owner or Engineer, and actions taken.
- C. Closeout Submittals: Submit the following:



1. Keying:
  - a. Upon Substantial Completion, furnish to Owner or facility manager (if any) not less than two sets of keys for locks on generator system enclosures.
- D. Maintenance Material Submittals:
  1. Furnish the following items and submit documentation of delivery to and acceptance of such items by Owner or facility manager (if any):
    - a. Spare Parts and Extra Materials:
      - 1) Furnish spare parts and extra materials sufficient for one year of operation as recommended by generator system manufacturer, for each generator system furnished.

## **1.05 FIELD CONDITIONS**

- A. Ambient Conditions:
  1. Ambient Air Temperature:
  2. Minimum: 35 degrees F.
  3. Maximum: 87 degrees F.
- B. Existing Conditions:
  1. Site Elevation: 422 feet above sea level.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
  1. Engine generator unit:
    - a. Cummins.
    - b. No equal.
  2. Silencers:
    - a. Generator equipment manufacturer's standard.
  3. Battery charger:
    - a. Generator equipment manufacturer's standard.
  4. Governor:
    - a. Generator equipment manufacturer's standard.
  5. Radiator:
    - a. Generator equipment manufacturer's standard.
  6. Vibration isolators:
    - a. Generator equipment manufacturer's standard.
  7. Day tank:
    - a. Generator equipment manufacturer's standard.

### **2.02 DESCRIPTION**

- A. Engine generators will be used and rated for:
  1. Legally required standby power during a utility power outage, NFPA 70, Article 701.
  2. 100kW, 480/277V, 3-Phase, 4-Wire, 60HZ

### **2.03 EQUIPMENT**

- A. Emissions Requirements:
  1. Each generator system's exhaust emissions shall comply with Laws and Regulations. Federal, State and Local government requirements, including but not limited to:



- a. Environmental Protection Agencies (USEPA) New Source Performance Standards (NSPS), 40 CFR Part 60, Subpart IIII.

## 2.04 COMPONENTS

### A. Engine Generator Unit General:

1. Diesel engine direct-connected to alternating current generator mounted on suitable rigid steel skid supports.
2. Mount unit on skid suitable for installation on concrete foundation.
3. Base rating on operation at rated RPM when equipped with all operating accessories.
4. Standards: UL 2200.

### B. Engine:

1. Four-cycle, full compression ignition, single acting, solid-injection unit, either vertical or V-type pistons turbo charged with inter and after cooling.
2. Fuel supply: No. 2 Diesel.
3. Removable full wet-type cylinder liners of close grained alloy iron, heat treated for proper hardness to obtain maximum life.
4. Capable of operating at idle or light loads for extended periods of time.

### C. Injection Pumps and Valves:

1. Type not requiring adjustment in service, which may be individually removed and replaced.
2. Individual injection pump and valve for each cylinder.
3. Fuel injection pumps: Positive action, constant-stroke, actuated by cam driven by gears from engine crankshaft.
4. Fuel lines between injection pumps and valves: Heavy seamless steel tubing.
5. Flexible fuel line connectors for supply and return connections at pump.

### D. Oil Pump:

1. Gear-type lubricating oil pump to supply oil under pressure to main bearings, crank pin bearings, pistons, timing gears, camshaft bearings and valve rocker mechanism.
2. Spray cool and lubricate pistons.
3. Oil filters so located that lubricating oil is continuously filtered, except during periods when oil is automatically by-passed to protect vital parts when filters are clogged.
4. Filter elements accessible and easily removable.
5. Filter elements: Effective full flow, replaceable resin-impregnated cellulose type.
6. Equip filter system with spring-loaded by-pass valve.
7. Oil cooler: Water-cooled, engine-mounted.

### E. Fuel System:

1. Fuel pump: Built-in gear-type, engine-driven fuel transfer pump.
2. Equip fuel system with replaceable fuel filter elements arranged for easy removal without breaking any fuel line connections or disturbing fuel pumps or any other part of engine.
3. Locate all fuel filters in an accessible housing, ahead of injection pumps to thoroughly filter fuel before it reaches the pump.
4. Use no screens or filters requiring cleaning or replacement of injection pumps or valve assemblies.

### F. Governor: Fully enclosed electronic type governor with actuator capable of providing accurate speed control within 1% of rated speed, complete with panel-mounted electronic assembly with ramp generator and speed-sensing modules.

### G. Air Cleaners: Engine-mounted, dry type air cleaners of sufficient capacity.

### H. Electric Starting System:

1. Sufficient capacity to crank at speed which will start engine under normal operating conditions.
2. Controls to provide automatic cranking of engine when generator is called to start.
3. Prevent excessive cranking which could damage cranking motor.
4. Automatic stop controls.
5. Starter motors with positive-engagement feature.

I. Cooling System:

1. Capacity for cooling engine at the specified operating conditions.
2. Engine driven, centrifugal type water circulating pump and thermostatic valve to maintain the engine at recommended temperature level.
3. Unit mounted radiator.
  - a. Core guard flexible duct adapter.
  - b. Site glass at top of unit.
  - c. Engine driven blower fan.
  - d. Low water level cutoff switch.
4. Provide fan guards.

J. Heater:

1. Thermostatically controlled jacket water heater to maintain cooling jacket at the manufacturer's recommended temperature at the specified low ambient temperature.
2. 120 V, single phase.

K. Silencer:

1. Suitable type for residential silencing.
2. Seamless, stainless steel, flexible, exhaust adapter for exhaust outlet to silencer.

L. Engine Instruments and Controls:

1. Engine-mounted instruments:
  - a. Oil pressure gage.
  - b. Water temperature gage.
  - c. Run time meter.
  - d. Battery voltage meter.
2. Automatic cycle cranking and over-crank protection.
3. Safety controls: Equip engine with automatic safety controls to shut down engine in event of low lubricating oil pressure, high jacket water temperature, overspeed or overcrank.
4. Auxiliary control devices: Either integral with specified engine instruments, control, and safety devices or as separate devices as required to operate various signal circuits specified for remote annunciator panel.
5. Three NO auxiliary contacts for interface with louvers, fans or other miscellaneous equipment.
  - a. Contacts shall close when generator is started.

M. Fuel Day Tank:

1. Double wall sub-base day tank mounted underneath engine generator unit.
2. Steel construction, top and bottom baffles, steel channel side supports, weatherproof secondary containment, rust preventive interior coating, rust proofed and finish painted exterior.
3. Tank connections: Fuel level gauge, fuel lines to generator, fill, vent, drain and pressure relief.
4. Manual overfill protection.
5. Low level warning with contacts for remote alarm.
  - a. Set to alarm at 50% of capacity.
6. Critical low level shutoff with contacts for remote alarm.
7. Leak detection alarm with contacts for remote alarm.
8. Capacity: Minimum 24 hours at full load.

N. Batteries:

1. Lead acid type.
2. Furnish electrolyte separately for use when installation is complete and unit is ready for testing.

O. Battery Charger:

1. Output current rating of at least 1/20th of ampere hour capacity of battery and capable of automatically switching between low rate (float) mode and high rate (equalize) mode.
2. Solid state rectifiers, DC voltmeter and ammeter, fuse input and output, and 115 VAC input.
3. Malfunction alarm contacts (minimum): low and high battery voltage, weak battery and charger failure.

P. Generator:

1. Brushless, 4-pole drip-proof revolving field type with permanent magnet, 2/3 pitch stator, direct-coupled rotor, Class H insulation.
2. Minimum continuous standby ratings:
  - a. As indicated on the Drawings substantiated by manufacturer's standard published curves and conform to NEMA MG 1 specification.
  - b. Special ratings or maximum ratings are not acceptable.
3. Rated to serve up to 50% non-linear load without exceeding rated temperature rise.
4. Minimum efficiency: 92% at 50 to 110% of nominal standby rating, less than 30% instantaneous voltage dip at full load and rated power factor and suitable for simultaneous operation with other future units connected in parallel.
5. Stator and rotor: 130 degrees C temperature rise with minimum Class H insulated with 100 percent epoxy impregnation and overcoat of resilient insulating material to reduce possible fungus and/or abrasive deterioration.
6. Directly connect stator to engine flywheel housing.
7. Drive rotor through semiflexible driving flange to ensure permanent alignment.
8. Self-ventilating with suitable blower, air inlet and outlet openings.
9. Provide terminal box of adequate size for entrance of conduit and termination of conductors.
10. Generator drive free from critical torsional vibration within operating range.
11. Provide generator mounted main circuit breaker:
  - a. Solid state molded case type.
  - b. Ratings as indicated.
12. Provide generator mounted breaker for load bank.

Q. Voltage Regulator:

1. SCR type, to maintain 2% voltage regulation from 0 to full load with steady state modulation not exceeding plus 1/2% including cross-current compensation to provide maximum of 5% unbalance in kVA load sharing between this unit and possible future generators.
2. Automatic protection against short circuits on system.
3. Permit unit to operate at no load below rated frequency for engine start up and shut down procedures.
4. Provide voltage level and gain controls for normal operating adjustments.
5. Provide voltage level control with minimum range of plus or minus 5% from rated voltage.
6. Mount regulator, volts per hertz type, in generator housing on suitable vibration isolators.

R. Generator Instruments and Controls:

1. Generator mounted NEMA 1 type, illuminated vibration isolated instrument and control panel(s).
2. AC voltmeter and phase selector switch.
3. AC ammeter and phase selector switch.
4. Frequency meter.
5. Run-off-auto engine, start-stop control switch.
6. Emergency stop.
7. Run time meter.
8. Governor control rheostat.
9. Voltage level adjustment rheostat.
10. Cool down time delay 0-15 minute adjustable.
11. Cycle cranking control.
12. Minimum red shut down indicating lights as follows:



- a. Overcrank.
- b. Overspeed.
- c. Low lubricating oil pressure.
- d. High engine water temperature.
- 13. Minimum amber alarm indicator lights as follows:
  - a. Control switch not in auto position.
  - b. Low engine water temperature (less than 70 degrees F).
  - c. Low fuel in day tank.
  - d. Day tank leak.
  - e. Battery charger malfunctioning.
  - f. Low battery voltage.
- 14. Minimum amber prealarm indicator lights as follows:
  - a. High engine water temperature.
  - b. Low lubricating oil pressure.
- 15. Common dry contact and audible alarm to indicate when one or more alarm or prealarm conditions exist.

S. Vibration Isolators: Vibration system shall consist of engine and generator mount isolators with or without additional mechanical spring isolators rubber pads to control both high and low frequency vibrations between major components, sub-base and structural foundation and to provide required vibration isolation for the seismic zone of the Project.

## 2.05 ACCESSORIES

- A. Generator remote annunciator panel:
  - 1. Surface mounted NEMA 1 enclosure. Flush mounted enclosure with flush plate.
  - 2. Circuits:
    - a. 12 VDC powered from starting batteries.
    - b. Verify circuit voltage to match battery voltage.
  - 3. Provide red and green signal lamps, buzzer, silencing switch, lamp test switch, relays, solid-state components, and engraved function identifications.
  - 4. Annunciator functions:
    - a. Green light "ON" to indicate generator is operating to supply power to load.
    - b. Separate red light for each shutdown or alarm condition and amber light for each prealarm condition and common buzzer with silence/ acknowledge switch.
    - c. Shut down indicating lights as follows:
      - 1) Overcrank.
      - 2) Overspeed.
      - 3) Low lubricating oil pressure.
      - 4) High engine water temperature.
    - d. Alarm indicator lights as follows:
      - 1) Control switch not in auto position.
      - 2) Low engine water temperature (less than 70 degrees F).
      - 3) Low fuel in day tank.
      - 4) Fuel in day tank rupture basin.
      - 5) Battery charger malfunctioning.
      - 6) Low battery voltage.
    - e. Prealarm indicator lights as follows:
      - 1) High engine water temperature.
      - 2) Low lubricating oil pressure.
- B. Generator set non-walk-in sound attenuated Level 2 enclosure:
  - 1. Sheet steel with side servicing panels, air intake louvers and rear control panel access door.
  - 2. Side servicing panels shall have two locking points; all panels and doors shall be key lockable.
  - 3. Pitched roof with silencing exhaust muffler mounted inside the enclosure.
  - 4. Completely install enclosure on generator set mounting base.

## 2.06 SOURCE QUALITY CONTROL

- A. Individually test each prime mover.
  - 1. Apply derating factors for the proposed site to test data.
  - 2. Continuously test for a period not less than two hours.
  - 3. Test procedure shall be as follows:
    - a. Start prime mover and upon reaching rated RPM, pick up 100 percent of nameplate KW rating at rated power factor in one step.
    - b. Observe and record the cranking time(s) required to start and run for each prime mover.
    - c. Observe and record the time required to come up to operating speed for each prime mover.
    - d. Record voltage and frequency overshoot for each prime mover.
    - e. Record voltage, frequency and amperes.
    - f. Record oil pressure, water temperature where applicable and battery charge rate at first load acceptance and at 15 minute intervals thereafter for each prime mover.

## PART 3 EXECUTION

### 3.01 INSTALLATION (NOT APPLICABLE)

### 3.02 FIELD QUALITY CONTROL

- A. Field Tests and Inspections:
  - 1. Provide two load tests and one cycle crank test.
  - 2. Tests one and two shall be for continuous period of no less than two hours each.
  - 3. Engineer and Owner shall be notified seven days prior to testing.
  - 4. Test number one:
    - a. With prime mover(s) in a "cold start" condition and emergency load at normal operating level, initiate a normal power failure by opening all switches or breakers supplying normal power to facility.
    - b. Observe and record the time delay on engine start.
    - c. Observe and record the cranking time(s) required to start and run for each prime mover.
    - d. Observe and record the time required to come up to operating speed for each prime mover.
    - e. Record voltage and frequency overshoot for each prime mover.
    - f. Observe and record time required to achieve steady-state condition with all switches transferred to emergency position.
    - g. Record voltage, frequency and amperes.
    - h. Record oil pressure, water temperature where applicable and battery charge rate at 5-minute intervals for the first 15 minutes and at 15 minute intervals thereafter for each prime mover.
    - i. Return normal power to facility, record time delay on retransfer to normal for each switch and cooldown time delay for each prime mover.
  - 5. Test number two:
    - a. Immediately after completion of test number one, start prime mover and upon reaching rated RPM, pick up 100% of nameplate KW rating in one step.
      - 1) Unity power factor is acceptable for on-site testing
    - b. Observe and record the cranking time(s) required to start and run for each prime mover.
    - c. Observe and record the time required to come up to operating speed for each prime mover.
    - d. Record voltage and frequency overshoot for each prime mover.
    - e. Observe and record time required to achieve steady-state condition.
    - f. Record voltage, frequency and amperes.
    - g. Record oil pressure, water temperature where applicable and battery charge rate at first load acceptance and at 15 minute intervals thereafter for each prime mover.
  - 6. Cycle crank test:
    - a. Perform test for each prime mover.



- 1) Utilize any method recommended by manufacturer to prevent prime mover(s) from running.
  - 2) Put control switch into "run" position to cause prime mover to crank.
  - b. A complete cranking cycle shall consist of an automatic crank period of approximately 15 seconds duration followed by a rest period of approximately 15 seconds duration.
    - 1) Upon starting and running of the prime mover, further cranking shall cease.
    - 2) Two means of cranking termination shall be utilized so that one will act as a backup to the other to prevent inadvertent starter engagement.
    - 3) Cranking limiter time shall be 75 seconds for cycle crank.
  7. Furnish load banks of required ratings necessary for tests.
  8. Record engine fuel consumption by means of test equipment.
  9. Test all safeties specified for generator instruments and controls and generator remote annunciator panel as recommended by manufacturer and as required to verify proper operation.
- B. Supplier's onsite services: Employ and pay for services of equipment manufacturer's field service representative(s) to:
1. Inspect equipment covered by this Section.
  2. Supervise pre-startup adjustments and installation checks.
  3. Conduct initial startup of equipment and perform operational checks.
  4. Provide Owner written statement that manufacturer's equipment has been installed properly, started up, tested, and is ready for operation by facilities operations and maintenance personnel.
  5. Provide training of facility operation and maintenance personnel.
    - a. Provide operations and maintenance training for items of mechanical, electrical and instrumentation equipment. Utilize manufacturer's representatives to conduct training sessions.
    - b. Coordinate training schedule with Owner's staff. Coordinate training sessions to prevent overlapping sessions. Arrange sessions so that individual operators and maintenance technicians do not attend more than 2 sessions per week.
    - c. Provide Operation and Maintenance Manual for specific pieces of equipment or systems 2 weeks prior to training session for that piece of equipment or system.
    - d. Satisfactorily complete functional testing before beginning operator training.
    - e. Owner may videotape the training for later use with the Owner's staff.

**END OF SECTION**

**SECTION 26 36 00**  
**TRANSFER SWITCHES**  
**FOR PRE-PROCUREMENT**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes automatic transfer switches.

**1.02 QUALITY ASSURANCE**

- A. Referenced Standards:
1. National Electrical Manufacturers Association (NEMA):
    - a. 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
    - b. KS 1, Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
  2. Underwriters Laboratories, Inc. (UL):
    - a. 98, Standard for Safety Enclosed and Dead-Front Switches.
    - b. 1008, Standard for Safety Switch Equipment.

**1.03 SUBMITTALS**

- A. Procedures: Section 01 33 00.
- B. Shop Drawings:
1. Product technical data:
    - a. Provide submittal data for all products specified in PART 2 of this Section:
  2. General requirements:
    - a. Provide manufacturer's technical information on products to be used, including product descriptive bulletin.
    - b. Include data sheets that include manufacturer's name and product model number.
      - 1) Clearly identify all optional accessories.
    - c. Acknowledgement that products are NRTL listed or are constructed utilizing NRTL recognized components.
    - d. Manufacturer's delivery, storage, handling and installation instructions.
    - e. Product installation details.
    - f. Short Circuit Current Rating (SCCR) nameplate marking per NFPA 70, include any required calculations.
- C. Contract Closeout Information:

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Protect nameplates on electrical equipment to prevent defacing.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Subject to compliance with the Contract Documents, the listed manufacturers are acceptable:
1. Automatic transfer switches:
    - a. Cummins, OTEC Series.
    - b. No equals.

## 2.02 AUTOMATIC TRANSFER SWITCH

- A. Rating: 200A, 480V, 3-Phase, 3-Pole, solid neutral.
- B. Construction:
  - 1. Electrically operated mechanically held, double throw, air-break type.
  - 2. Silver-surface main contacts and protect by arcing contacts.
  - 3. Switch shall have provisions for visual inspection of switch blades and contacts.
  - 4. Mechanical design will positively open all ungrounded conductors from normal source before connection is made to alternate source and will positively open alternate source before connection is made to normal source.
  - 5. Mechanical interlock to ensure the switch cannot be readily disabled, disconnected, improperly adjusted, removed or otherwise made inoperative.
  - 6. Make all contacts and coils readily accessible for replacement from front of panel without major disassembly.
  - 7. Ratings:
    - a. Continuous duty in both normal and emergency.
    - b. Three-phase, three-pole, four-wire.
    - c. Voltage and current ratings as indicated on the Drawings.
    - d. Short circuit withstand rating equal to or greater than the normal source electrical gear.
  - 8. Standards: UL 1008.
  - 9. Operating voltage for the transfer switch controller shall be 12 VDC. The 12 VDC power supply shall be provided from the generator battery system.
- C. Operation:
  - 1. Microprocessor based control module.
  - 2. Open transition.
  - 3. Red and green indicating lights with fuses, identification nameplates, and test switch on front to simulate normal power failure at switch.
  - 4. Engine starting contacts and all other auxiliary contacts and accessory devices for functions to be performed.
  - 5. Supervisory voltage relays on each phase of normal source and single phase supervisory voltage and frequency relay for emergency source.
    - a. Normal source voltage sensing.
      - 1) Adjustable pickup from 85-100% of rated voltage, factory set 90%.
      - 2) Adjustable dropout from 75-98% of pickup setting, factory set 85%.
    - b. Emergency source voltage and frequency sensing:
      - 1) Adjustable pickup from 85-100% of rated voltage, factory set 90%.
      - 2) Fixed voltage dropout at 85% of pickup setting.
      - 3) Adjustable pickup from 90-100% of rated frequency, factory set 95%.
      - 4) Fixed frequency dropout at 88% of pickup setting.
  - 6. Time delays:
    - a. Engine start, adjustable from 0 to 10 seconds, factory set at 4 seconds, to avoid unnecessary starting caused by short time outages.
    - b. Transfer to generator, adjustable from 0 to 120 seconds, factory set at 10 seconds.
    - c. Retransfer to normal, adjustable from 2 to 30 minutes, factory set at 15 minutes to avoid erratic operation caused by short time reestablishment of normal source.
      - 1) Automatically bypassed when emergency source fails and normal source is available.
    - d. Generator cool down, adjustable from 0 to 60 minutes, factory set at 10 minutes.
  - 7. Exerciser timer:
    - a. Enable and disable function.
    - b. Selectable to exercise with or without transferring load.
    - c. Adjustable exercise duration from 1 minute to 24 hours, factory set at 15 minutes.
    - d. Adjustable day of the week exercise setting, factory set for Monday.
  - 8. Inphase monitor:

- a. Compare the phase relationship and frequency difference between the normal and emergency sources and permit transfer the first time the sources are within 15 electrical degrees and only if transfer can be accomplished within 60 electrical degrees as determined by monitoring the frequency differences.
- b. Inphase transfer accomplished if both sources are within 2 Hz of rated frequency and 70% or more of rated voltage.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION (NOT APPLICABLE)**

#### **3.02 FIELD QUALITY CONTROL**

- A. Automatic Transfer Switch Testing:
  1. Simulate power outage by opening normal source overcurrent device.
    - a. Verify engine generator starts and switch transfers in the specified time.
  2. Close normal source overcurrent device to simulate the return of normal power.
    - a. Verify the switch retransfers and engine generator shuts down in the specified time.
  3. Perform a manual transfer and retransfer.
  4. Verify the indicator lights function properly.
  5. Submit test report to Engineer.

**END OF SECTION**



April 24, 2024

Prepared by

Ray Caparas

raymond.caparas@cummins.com

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

Item	Description	Qty
1	DQFAD, Commercial Diesel Generator Set, 1000kW Standby 60Hz 1000DQFAD, Diesel Genset, 60Hz, 1000kW Duty Rating - Standby Power (ESP) U.S. EPA, Stationary Emergency Application Spill/Fill Box - Fuel with OFPV Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 3 Phase, Wye, Extended Range, 125/105C Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Sandstone, Aluminum Vibration Isolators - Earthquake Certified Cooling Air Outlet - Horizontal, Sound Attenuated Louvers - Air Inlet, 24 Volts AC Motor Closed, Spring Opened Louvers - Air Outlet, 24 Volts AC Motor Closed, Spring Opened Distribution Panel - Prewired AC Features Service Receptacle - 120V, 20A, External GFCI, NEMA 5 - 20R Enclosure Lighting - 120 Volts AC Fuel Tank - Sub Base, 2000 Gallon, UL142 Compliant Compliance - Fuel Tank, Michigan Listing, ULC - S601 - 07 Alarm - High Fuel Level, External Fuel Water Separator Spill/Fill Box - Fuel with OFPV Vent Extensions - Fuel Tank, 6 Inch Diameter Fuel Tank Connection - Dual Stub Up Control Mounting - Left Facing PowerCommand 3.3 Controller, Paralleling Capable Gauge - Exhaust Gas Temperature Analog Meters - AC Output LCD Control Display Relays - Genset Status, User Configured Alarm - Audible, Engine Shutdown Stop Switch - Emergency, Externally Mounted	1





Item	Description	Qty
	Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Relays - Paralleling Circuit Breaker Control Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right And Left Circuit Breaker - 1600, Left, 3P, UL 600, IEC 415, UL Serv Ent 100% Circuit Breaker - 1600A, Right, 3P, UL 600, IEC 415, UL Service Entrance 100% Bottom Entry, Left Bottom Entry, Right Indication - Ground Fault, Terminal Box (or) Circuit Breaker Box - Left Circuit Breaker Accessory, 24 Volts DC Trip, Aux and Trip Contacts, Right Side Circuit Breaker Accessory, 24 Volts DC Trip, Aux and Trip Contacts, Left Side Circuit Breaker Lugs - Mechanical, Left Side Circuit Breaker Lugs - Mechanical, Right Side Engine Air Cleaner - Normal Duty External Battery Charger-10 Amp, Regulated Engine Cooling - Radiator, Enhanced High Ambient Air Temperature, Ship Fitted Warning AND Shutdown - Low Coolant Level Sight Glass - Coolant Level Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature Oil Sampling Valve Test Record - Strip Chart Test - Extended, Standby Load, 8 Hour Test - Varied Load, 6 Hour, 3 Step Test Record - Safety Shutdowns Test Record - Exhaust Temperature Test Record - Ambient Temperature and Pressure Cummins Certified Test Record Standby 5 Year 2500 Hour Parts+Labor+Travel Literature - English Packing - None, Base Mounted Housing	
2	Generator Starting Batteries	2
3	Stairs and Platform (Ships loose, Installed by others)	1
4	Pilla Emergency Stop Switch (Ships loose, Installed by others)	1
5	Powerpact LSIG Trip Unit Micrologic 6.0A (Ships loose, Installed by Cummins Service Tech during startup)	2
6	Generator Remote Annunciator (Ships loose, Installed by others)	1
7	Factory Direct Ship to Site Included. Offloading Excluded.	1
8	NFPA110 Startup, Install Batteries, Training During Startup Visit, 1 Day.	1
9	One Day 8 Hour Training	1
10	10-pound 4.5 kg carbon dioxide portable bottle type fire extinguishers with mounting bracket (ships loose, installed by others)	2

**QUOTE TOTAL: \$ 423,350.63**

Quote value does not include any tax.

#### EXCEPTIONS AND CLARIFICATIONS:

##### COVID 19 SUPPLEMENTAL STATEMENT

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

##### INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufacturers via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

##### OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHDP)

OSHDP seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHDP applications.

##### SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

##### TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (KAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

##### CUMMINS STANDARD EXCLUSIONS

###### Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

###### Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

###### Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

###### Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

###### Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

###### Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

###### Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

###### Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

###### Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

###### Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

NOTES:

This proposal is based on specification section 263213 and drawing EP-10-5001 only. We know of no addenda.

LEAD TIME:

Submittals

Typical submittal lead time is 3 - 4 weeks after receipt of purchase order.

Equipment

Generator - Current lead-time is 42 - 45 weeks after submittal approval and release for production.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.


Submitted by:

Ray Caparas

[raymond.caparas@cummins.com](mailto:raymond.caparas@cummins.com)

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.



Authorized Signature

05/23/2024

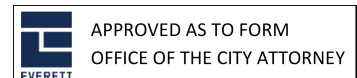
Date

City of Everett

Company Name

Cassie Franklin, Mayor

Printed Name & Title



Attest:



## TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

**1. SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

**2. SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

**3. PAYMENT TERMS; CREDIT; RETAINAGE.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins,

as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

**4. TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**5. TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**6. INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**7. LIEN; SECURITY AGREEMENT.** ~~Removed~~

**8. CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

**9. TERMINATION.** Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

**10. MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

**11. TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks



for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**12. MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**13. WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**14. LIMITATIONS ON WARRANTIES.**

**THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

**15. INDEMNITY.** Intentionally Removed.

**16. LIMITATION OF LIABILITY**

**NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

**17. DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or

becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

**18. CUSTOMER REPRESENTATIONS; RELIANCE.** Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

**19. CONFIDENTIALITY.** Removed.

**20. GOVERNING LAW AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

**21. INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

**22. ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

**23. INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

**24. PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

**25. MISCELLANEOUS.** Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and

Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

**26. COMPLIANCE.** Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**












# 2023-035 Cummins Generators\_052224\_SD1

Final Audit Report

2024-05-23

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