



CITY OF EVERETT  
PROCUREMENT DIVISION  
2930 Wetmore Ave., Ste. 9-E  
Everett, WA 98201  
425.257.8840

INVOICE  
TO

ACCOUNTING DIVISION  
P.O. Box 12130  
Everett, WA 98206-2130  
425.257.8746  
accountspayable@everettwa.gov

ORDER SUBJECT TO TERMS LISTED ON LAST PAGE

PURCHASE ORDER

P.O. No. CB 24225

SUPPLIER NAME AND ADDRESS

00676  
CUMMINS INC  
RENTON WA 98057  
1030 SW 34TH ST #A

Attention: DAN LANSKE

THIS NUMBER MUST APPEAR  
ON ALL INVOICES & INQUIRIES

Date: 08/06/24

Ship To: WATER POLLUTION CONTROL FAC  
4027 4th St SE  
Everett WA 98201 425-257-8220

Buyer: Daniel Trefethen 425-257-8905

LINE	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	EA	OTECA, OTEC 40 AM ATS SYSTEM PACKAGE. REPLACEMENT GENSET AUTOMATIC TRANSFER SWITCH FOR AC POND EMERGENCY PACK UP GENERATOR	6,318.01	6318.01
2	1	EA	FACTORY START UP AND SYSTEM TESTING	2,236.00-	2236.00-

ALL PRICING, TERMS AND CONDITIONS PER COOPERATIVE CONTRACT SOURCEWELL #092222-CMM. TO THE EXTENT THE TERMS AND CONDITIONS IN THIS PURCHASE ORDER ARE DIFFERENT THAN THE TERMS AND CONDITIONS OF THE COOPERATIVE CONTRACT, THE TERMS AND CONDITIONS MOST STRINGENT ON SUPPLIER SHALL APPLY.

THE SUPPLIER CERTIFIES BY ACCEPTING THIS PURCHASE ORDER THAT TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT IT IS NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT.

SUBTOTAL 4,082.01  
9.9 TAX 404.12

TOTAL 4,486.13

AUTHORIZED SIGNATURE:

**City of Everett**  
**Purchase Order (PO) Terms and Conditions**

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** Supplier shall provide the goods and/or services described in this PO in accordance with these terms and conditions unless otherwise noted on the face of the PO. Acceptance of this PO by either Supplier's written acknowledgment or commencement of performance shall create a binding contract and shall be conclusive evidence of Supplier's full acceptance of this PO and these terms and conditions. If this PO arises from an Invitation to Quote, Request for Proposals, or any other solicitation, then all provisions of such solicitation (including without limitation all specifications) are incorporated into these Terms and Conditions. If this PO arises from a cooperative contract, then all applicable provisions of the cooperative contract are incorporated into these Terms and Conditions. However, if there is a conflict between the provisions of these Terms and Conditions and the solicitation or cooperative contract, then the provision that is most stringent on Supplier and/or that grants the City greater rights shall control. If contract provisions are required by applicable federal, state, or local laws or regulations, then these Terms and Conditions are deemed to include such provisions. This PO expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Supplier are objected to and hereby rejected unless otherwise provided in writing by the City's Procurement Manager or designee.
2. **AMENDMENT/CHANGES:** No change to this PO (including without limitation change to any term, condition, delivery, price, quality, quantity, or specification) will be effective without the written consent of the City's Procurement Manager or designee.
3. **TERMS AND CONDITIONS RELATED TO GOODS:**
  - a. **Handling:** No charges will be allowed for handling, which includes, but is not limited to, packing, wrapping, bags, containers, or reels unless otherwise stated herein. Material Safety Data Sheets must be included with shipments of any material requiring such documentation.
  - b. **Delivery Date:** For any change to the delivery date specified on this PO, Supplier shall give prior notification and obtain written approval thereto from the City's Procurement Manager or designee. With respect to delivery under this PO, time is of the essence, and this PO is subject to termination by the City for failure to deliver when specified. The acceptance by the City of late delivery with or without objection shall not waive the City's right to claim damages for such breach or constitute a waiver of timely performance of any Supplier obligation.
  - c. **Shipping Instructions:** Unless otherwise specified on this PO, all goods must be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, the Supplier must make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Supplier must prepay all shipping charges and route as instructed or, if instructions are not provided, route by cheapest common carrier and provide the charge for such delivery as a separate item on Supplier's invoice. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. The City reserves the right to refuse COD shipments.
  - d. **Risk of Loss:** Regardless of FOB point, Supplier agrees to bear all risks of loss, injury, spoilation, or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury, or destruction shall not release Supplier from any obligation hereunder.
  - e. **Free and Clear:** Supplier warrants that all goods delivered herein are free and clear of all liens, claims, or encumbrances of any kind.
  - f. **Identification:** All invoices, packing lists, packages, shipping notices, and other written documents relating to this PO shall contain the PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the contents therein.
  - g. **Rejection:** All goods purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this PO, whether held by the City or returned to Supplier, will be at Supplier's risk and expense.
  - h. **Warranties:** Supplier warrants that goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the PO and be free from defects in labor, material, and manufacture. All UCC implied and express warranties are incorporated in this PO. Supplier shall transfer all warranties to the City. Supplier warrants that goods supplied under this PO conform to the description and applicable specifications, shall be of good merchantable quality, and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the goods must then be fit for that particular purpose. This is in addition to any express warranties, standard warranty, and/or service guarantees given by Supplier. Supplier warrants that goods furnished on this PO do not infringe any patent, registered trademark, or copyright.
  - i. **Price:** If price is not stated on this PO, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price, whichever is lower.
4. **TERMS AND CONDITIONS RELATED TO SERVICES:**
  - a. **General:** Supplier shall perform the services described in this PO in a competent and professional manner. Without a written directive of an authorized representative of the City, Supplier shall not perform any services that are in addition to, or beyond the scope of, such services. If Supplier's proposal is attached to the PO, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this PO, then Supplier expressly agrees that such conditions or terms are neither incorporated nor included into this PO unless otherwise determined by the City's Procurement Manager or designee. Reports, drawings, plans, specifications, and any other intangible property created in furtherance of the services are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose.
  - b. **Public Work:** If this PO is for construction or maintenance services or is otherwise for a public work, then (i) Supplier shall furnish all labor, tools, materials, equipment, and supplies required and shall, in a workmanlike manner, perform the work; (ii) Supplier shall comply with RCW 39.12 (Prevailing Wages), including without limitation Supplier submission of copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" to the City Clerk and Department of Labor and Industries; and (iii) Supplier agrees that the Supplier shall actively solicit the employment of minority group members. Supplier further agrees that the contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Supplier shall furnish evidence of the contractor's compliance with these requirements of minority employment and solicitation. Supplier further agrees to consider the grant of subcontracts to such minority bidders on the basis of substantially equal proposals in the light most favorable to such minority businesses. The Supplier shall be required to submit evidence of compliance with this section as part of the bid.
  - c. **Insurance:** Supplier shall procure and maintain insurance as required under insurance requirements at: <https://www.everettwa.gov/319/Procurement>.
5. **PAYMENT TERMS/TAXES/CASH DISCOUNT:** Unless otherwise stated on this PO, the terms of payment shall be net 30 days from receipt of a proper invoice. PO numbers must be noted on all invoices. Invoices will not be processed for payment until invoiced goods or services are received. Payments by the City are not assignable without the prior written consent of the City's Procurement Manager or designee. Unless otherwise provided in this PO, the City agrees to pay all State of Washington sales or use tax. No charge by Supplier shall be made for federal excise taxes, and the City agrees to furnish Supplier, upon acceptance of goods or services supplied under this order, with an exemption certificate. **In the event that the City is entitled to a cash discount, the period of computation will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount applies, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.**
6. **COMPLIANCE WITH APPLICABLE LAWS/DISCRIMINATION:** Supplier shall comply with all applicable federal, state, local laws and regulations. Supplier shall possess and maintain all necessary licenses, permits, certificates, and credentials. If applicable, Supplier shall have a valid and current City of Everett business license. Supplier agrees not to discriminate against any employee or any other person in the performance of this PO because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances as may be defined by federal, state, or local law or ordinance.
7. **INDEMNIFICATION:** Supplier shall defend, indemnify, and hold the City, its officers, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, resulting from the acts or omissions of Supplier, its contractors, agents or employees arising out of or in connection with the performance of this PO, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this PO is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Supplier and the City, the Supplier's liability hereunder shall be only to the extent of Supplier's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Supplier's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this PO.
8. **TERMINATION:** The City may terminate this PO at any time with written notice to Supplier. Upon receipt of the written notice, Supplier shall stop performance, and City shall pay Supplier for goods and services delivered and accepted. If Supplier breaches any PO obligation or is declared insolvent, the City may terminate this PO for cause with written notice to Supplier, and Supplier shall be liable for all damages, including incidental and consequential damages, resulting from such breach.
9. **COOPERATIVE PURCHASING:** Agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, including this PO, if so stated in the solicitation. The City is not responsible for any purchase order issued by another agency.
10. **OTHER:** The laws of the State of Washington govern this PO. Exclusive venue for any dispute relating to this PO shall be in Snohomish County Superior Court. Unless otherwise provided in this PO, this PO and all records associated with the PO are subject to public disclosure by the City without notice to Supplier. If a court of competent jurisdiction declares any provision of the PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect. Any failure by the City to enforce strict performance of any provision of this PO will not constitute a waiver of the City's right to enforce such provision or any other provision of the PO. Supplier shall not assign, transfer, or encumber any rights, duties, or interests under this PO without the written consent of the City's Procurement Manager or designee.



July 25, 2024

Prepared by

Will Jameson  
971-291-2228  
lg883@cummins.com

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

Item	Description	Qty
1	Sourcewell Pricing per Contract # 092222-CMM	1
2	OTECA, OTEC Transfer Switch-Electronic Control: 40A OTEC40, Transfer Switch-Electronic Control, 40 Amp  Listing - UL 1008/CSA Certification  IBC Seismic Certification  Application - Utility to Genset  Cabinet - Type 3R  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  Control Panel, Security Key Cover  Relay - Elevator Signal  Transfer Switch Warranty - 5 Year Comprehensive	1
3	Factory Direct Shipping Included. Offloading Excluded.	1
4	Startup and System Testing, Programing on site (1-Day)	1

**QUOTE TOTAL: \$ 6,318.01**

**OPTIONS:**

Deduct Startup & System Testing, Programing on Site \$2,236.00

Quote value does not include any tax.

**EXCEPTIONS AND CLARIFICATIONS:**

Quotation: Q-327270-20240725-1443

**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 (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.



**NOTES:**

No Specification or Drawings Considered in This Proposal. This Budget is Based on an Email Request

**LEAD TIME:**

Submittals:

Typical submittal lead time is 2 - 3 weeks after receipt of purchase order.

Equipment:

Current lead-time is 11 - 12 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:**

**Will Jameson, Inside Sales Representative - Commercial Power Generation**

[lg883@cummins.com](mailto:lg883@cummins.com)

971-291-2228

**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

08/21/2024

\_\_\_\_\_  
Date

City of Everett

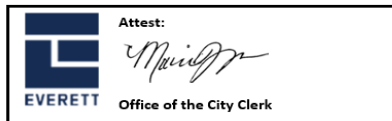
\_\_\_\_\_  
Company Name

Cassie Franklin, Mayor

\_\_\_\_\_  
Printed Name & Title



APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY



CB 24225

\_\_\_\_\_  
Purchase Order No

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# OTECA Transfer Switch-Electronic Control Purchase\_08192024\_SD


Final Audit Report

2024-08-21

Created:	2024-08-20
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4mfZIMiC2HIIPSRlubq-ID3L7OhqIFib

## "OTECA Transfer Switch-Electronic Control Purchase\_08192024\_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2024-08-20 - 10:04:50 PM GMT
-  Document emailed to Matt Gagner (mgagner@everettwa.gov) for approval  
2024-08-20 - 10:05:20 PM GMT
-  Email viewed by Matt Gagner (mgagner@everettwa.gov)  
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-  Document emailed to Daniel Trefethen (DTrefethen@everettwa.gov) for approval  
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-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
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 Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2024-08-21 - 7:16:54 PM GMT - Time Source: server

 Agreement completed.

2024-08-21 - 7:16:54 PM GMT