

**WHATCOM COUNTY
ADMINISTRATIVE SERVICES**
Whatcom County Courthouse
311 Grand Ave, Suite 108
Bellingham, WA 98225-4083



FACILITIES MANAGEMENT
3720 Williamson Way
Bellingham, WA 98226-9156
Phone: (360) 778-5360
Fax: (360) 778-5361
Facilities@co.whatcom.wa.us

ROB NEY
Project & Operations Manager

MEMO TO: The Honorable Members of the Whatcom County Council; and
The Honorable Satpal Singh Sidhu, County Executive

THROUGH: Randy Rydel, Finance Director

FROM: Rob Ney, Project & Operations Manager 

DATE: August 5, 2024

RE: Recommendation to Award Bid #24-61 – Supply of Engine–Generator Set and Associated Equipment

Background

Bids were duly advertised for the purchase of an Engine-Generator Set and Associated Equipment for the AS-Facilities Management offices located on Williamson Way. This back-up generator will support servers that run the Access Control, Video Surveillance, and Energy Management systems for all County offices in the event of a power failure. The generator will be installed by County forces.

Two (2) bids were received on Tuesday, July 9, 2024. Cummins Sales & Service, located in Sumner, submitted the lowest responsive and responsible bid, as noted below:

Bidder	Make & Model	Total Bid (Includes 8.8% sales tax)
Cummins Sales & Service	Cummins D100D6C & OTECC	\$ 76,815.97 ¹
Native Instinct LLC	Kohler 100REOZ14	\$ 116,289.83

¹Sales tax was not noted on Bid Response received from Cummins Sales & Service; input applicable rate of 8.8% for Total Bid Amount, per bid document.

Funding Amount and Source

Funding in the amount of \$125,000.00 for this generator was approved in the Administrative Services fund by Council on Supplemental ID #2024-4553 (Generator at Williamson Way), as appropriated on Ordinance #2024-011.

Requested Action

AS-Facilities Management requests the County Council and County Executive's approval to award Bid #24-61 to Cummins Sales & Service, in the amount of \$76,815.97.

Questions

Please contact Rob Ney, Project & Operations Manager x5365 if you have any questions or concerns regarding this request.

Recommendation

In accordance with WCC 3.08.030, I concur with this recommendation, and forward such to the County Council and County Executive for approval, per WCC 3.08.100.


Randy Rydel, Finance Director

8/22/2024
Date

Approved as recommended:

County Executive

Date of Council Action

Whatcom County
Bid #24-61
Supply of Engine-Generator Set and Associated Equipment
Bid Response Forms

The bidder hereby acknowledges that they have read and understand all the specifications and bidding requirements. The bidder also acknowledges that any bid submitted which does not meet the minimum specifications may be deemed unresponsive and rejected on that basis.

Printed literature and specifications describing equipment as offered must be included with the bid proposal. Any recent changes and features offered as standard or required for the intended use of the specified equipment will be supplied. All accessories required by these specifications shall be identical in quality and design to those normally supplied and installed for sale through regular commercial channels.

Company Name Cummins

Address 1800 Fryar AVE, Sumner, WA 98390

Submitted By Will Jameson & Ray Caparas

Signature *R. Caparas* (Print Name & Title) Phone 971-291-2228 & 425-977-5327

E-Mail William.Jameson@cummins.com & Raymond.Caparas@cummins.com

For: Supply of Engine-Generator Set and Associated Equipment, as described in the bid solicitation
 Submit Sealed Bids Before: **2:30 PM Tuesday, July 9, 2024**
 Deliver Bids To: Whatcom County AS-Finance/Purchasing
311 Grand Avenue Suite 503
Bellingham, WA 98225
 F.O.B. Delivery Point: Whatcom County AS-Facilities Management
3720 Williamson Way
Bellingham, Washington 98226-9156

We are offering to supply the following items in full accordance with the attached bid specifications:

ITEM	DESCRIPTION	QTY	TOTAL
1.	Engine-generator set, automatic transfer switch, associated equipment, and accessories, as described in the bid specifications Make: <u>Cummins</u> Model: <u>C100D6C & OTECC</u>	1	\$ 70,602.91
Freight			\$
Subtotal			\$ 70,602.91
Sales Tax @ 8.8%			\$
TOTAL BID			\$ 76,815.97

See note:
\$6,213.07; SW
\$76,815.97; SW

Bidder acknowledges receipt of Addenda by checking the applicable box(es): 1 2 3 4

Days to deliver after receipt of order:	Lead-time is 31 - 32 weeks gen & about 12 weeks on ATS after submittal approval and release for production.
Prompt payment discount offered:	No
Warranty terms (attach documentation):	Yes
Address of local authorized distributor:	1800 Fryar AVE, Sumner, WA 98390

ADDITIONAL LIKE UNIT PURCHASING FOR COUNTY

The County may choose to purchase additional like units at the same proposal terms and pricing for two years from the date of award of Bid #24-61. Yes No

WA STATE INTERLOCAL COOPERATIVE ACT 39.34

Other municipalities or political subdivisions may purchase the same goods at the same proposal terms and pricing from the vendor for a period of two years from date of award of Bid #24-61. Participation is not mandatory. Yes No

Note: Sales tax was not input by bidder; Whatcom Co Purchasing input the applicable amount of 8.8% above in accordance with the bid documents .

July 5, 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	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 Shutdown - Low Coolant Level NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 120/208, 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	1



	<p>Gauge - Oil Pressure</p> <p>Analog Meters - AC Output</p> <p>Stop Switch - Emergency</p> <p>Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC</p> <p>Signals - Auxiliary, 8 Inputs/8 Outputs</p> <p>Control Display Language - English</p> <p>Load Connection - Single</p> <p>Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL</p> <p>Circuit Breaker or Terminal Box (Position B) - None</p> <p>Circuit Breaker or Terminal Box (Position C) - None</p> <p>Engine Governor - Electronic, Isochronous</p> <p>Engine Starter - 12 Volt DC Motor</p> <p>Engine Exhaust Connection - None</p> <p>Engine Air Cleaner - Normal Duty</p> <p>Battery Charging Alternator</p> <p>Battery Charger - 6 Amp, Regulated</p> <p>Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted</p> <p>Extension - Coolant Drain</p> <p>Engine Coolant - 50% Antifreeze, 50% Water Mixture</p> <p>Coolant Heater</p> <p>Engine Oil</p> <p>Test Record - Strip Chart</p> <p>Standby 5 Year 2500 Hour Parts+Labor+Travel</p> <p>Literature - English</p> <p>Packing - Skid, Poly Bag</p> <p>Larger Battery Rack</p> <p>Extension - Oil Drain</p> <p>Green Sound Level 2 Intake Baffle - Ship Loose</p> <p>Ship Loose - Vent Kit A</p> <p>Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft</p> <p>Sound Level2 Baffle, Shipped Loose</p>	
2	(Ship Loose) Annunciator-panel mount with enclosure (RS485)	1
3	(Ship Loose) Remote E-stop	1
4	Seismic Anchor Calcs	1
5	(Ship Loose) Onan Green Touch-up Paint 3885913	1
6	OTECC, OTEC Transfer Switch-Electronic Control: 600A	1



	<p>OTEC600, Transfer Switch, PowerCommand, 600 Amp</p> <p>Listing - UL 1008/CSA Certification</p> <p>IBC Seismic Certification</p> <p>Application - Utility to Genset</p> <p>Cabinet - Type 1</p> <p>Poles - 3 (Solid Neutral)</p> <p>Frequency - 60 Hz</p> <p>System - 3 Phase, 3 or 4 Wire</p> <p>Voltage - 208 Volts AC</p> <p>Genset Starting Battery - 12V DC</p> <p>PC40 Control</p> <p>Aux Relay - Emergency Position - 12 Volts DC</p> <p>Aux Relay - Normal Position - 12 Volts DC</p> <p>Interface - Communications Network, MODBUS RTU Module</p> <p>Relay - Elevator Signal</p> <p>Transfer Switch Warranty - 5 Year Comprehensive</p>	
7	<p>Factory direct delivery, off-loading by others. No additional storage, handling or rerouting included. Flatbed delivery is available for an additional charge.</p>	1
8	<p>NFPA110 Startup, Install Batteries, Set Trip on Breaker @340A Training During Startup Visit.</p>	1
9	<p>Battery Group 34</p>	2

QUOTE TOTAL: \$ 70,602.91

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

Engine-Generator Set 3 & 13.E: Generator is seismically factory certified with integral vibration isolators, external isolators or pads are not needed or provided.

Payment Terms: Cummins does not offer payment discounts on early payments.

Additional like unit purchasing at the same price for 2-years. Prices are only good for 30 days of quote date.

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:

Supply of Engine-Generator Set and Associated Equipment reviewed for this proposal. All other specifications and drawings are excluded.

LEAD TIME:

Submittals:

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

Quotation: Q-309994-20240705-0856



Equipment:

Current lead-time is 31 - 32 weeks on the gen & about 12 weeks on ATS 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
tw821@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

Date

Company Name

Printed Name & Title

Purchase Order No

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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 OCCASIONED, 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. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

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. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

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. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

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.

Commercial Standby Extended Warranty Statements

Performance you rely on.™



Commercial Standby Extended Warranty Statements

**Limited Standby 5 Year or 1,500 Hour
Parts + Labor + Travel Extended
Warranty – L189**

Commercial Generating Set

When purchased, this limited extended warranty applies to all Cummins Power Generation® branded commercial generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

Warranty Period:

The warranty start date is the date of initial start up, first rental, demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 5 years from warranty start date or 1,500 hours, whichever occurs first.

Emergency Standby Power (ESP) is defined as the maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage. The permissible average power output over 24 hours of operation shall not exceed 70% of the ESP.

**Cummins Power Generation®
Responsibilities:**

In the event of a failure of the Product during the extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.
- Maintenance items that are contaminated or damaged by a warrantable failure.

Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

Limitations:

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Failures due to normal wear, corrosion, varnished fuel system parts, lack of reasonable and necessary maintenance, unauthorized modifications and/or repair, and use of add-on or modified parts.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode

Limitations Continued:

- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Damage to customer property.
- Repair of cosmetic damage to enclosures.

Items not covered by this limited extended warranty:

- Batteries
- Enclosures
- Coolant heaters
- Exhaust systems and aftertreatment components
- Maintenance items

www.cumminspower.com

CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION ® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited extended warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: _____

Product Serial Number: _____

Date in Service: _____

Power Electronics Extended Warranty Statements

Our energy working for you.™



Power Electronics Extended Warranty Statements

Feature Codes

G004

G006

—▶ G007

G008

G013

Our energy working for you.™



Limited 5 Year Comprehensive Extended Warranty – G007

Transfer Switch and Paralleling Systems

When purchased, this limited extended warranty applies to all Cummins Power Generation® branded Transfer Switches, Paralleling Systems and associated accessories (hereinafter referred to as "Product").

This limited extended warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

Warranty Period:

The limited extended warranty start date is the date of commissioning[†], demonstration or 18 months after factory ship date, whichever is sooner. The coverage duration is 5 years from warranty start date.

[†] Date of commissioning not to exceed date of Generator Set initial start-up.

Cummins Power Generation® Responsibilities:

In the event of a failure of the Product during the limited extended warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location.

Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence for date of commissioning.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of power generating equipment used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

Limitations:

This limited extended warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Non-conformance to applicable industry standards for installation.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Owner's or operator's negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.

- Use of steel enclosures within 60 miles of the coast of salt water when aluminum or an alternate non-corrosive material enclosure option is available.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Owner or operator abuse or neglect such as: late servicing and maintenance and improper storage.
- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the transfer switch or paralleling system.

This limited extended warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Repair of cosmetic damage to enclosures.

**CUMMINS POWER GENERATION®
FAILED COMPONENTS:**

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

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THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT IS CUMMINS POWER GENERATION® CONSEQUENTIAL DAMAGES.

This limited extended warranty shall be enforced to the maximum extent permitted by applicable law. This limited warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: _____

Product Serial Number: _____

Date in Service: _____



WHATCOM COUNTY BID OPENING RESULTS

The following information is a record of bidders and their bid totals as received at the time of the bid opening. All bids are subject to review by the requesting department and approval by the County Executive and the County Council. A formal award or rejection notice and tabulation will be issued to all participants or to any interested people once the bid has been awarded.

Bid #24-61 Supply of Engine-Generator Set and Associated Equipment

Administrative Services – Facilities

2:30 PM Tuesday July 9, 2024

BIDDER	Make & Model	Addenda (N/A)	Total Bid (includes 8.8% sales tax)
Cummins Sales & Service	Cummins D100D6C & OTECC		\$76,815.97 ¹
Native Instinct LLC	Kohler 100REOZJ4		\$116,289.83

¹ Sales tax was not noted on Bid Response received from Cummins Sales & Service; input applicable rate of 8.8% for Total Bid Amount, per bid document.

Distribution List – Pg 1/1

Supply of Engine-Generator Set and Associated Equipment

Whatcom County Bid #24-61

(Deadline: 2:30 PM, Tuesday, July 9, 2024)

Direct all questions to: Craig Cummings, Facilities Lead; cscummin@co.whatcom.wa.us

Plans & Specs: Download available at no charge from <https://www.whatcomcounty.us/Bids.aspx>

The Bid Opening will be held live at <https://us06web.zoom.us/j/84126397248>. See the last page of this Distribution List for details.

	Company Name (Alphabetical)	Primary Contact Name	Email Address	Phone Number	Comments
1	Americas Generators, Inc	Nestor Quiros	nquiros@gopower.com	305-392-4662	
2	BidNet	Dwight A Anderson	gbs@bidnet.com	800-677-1997	Prime
3	City of Issaquah	Kevin Thompson	kevin.thompson@issaquahwa.gov	360-510-6165	
4	Construct Connect	Gina Cruz	gina.cruz@constructconnect.com	877-422-8665	Plan Center
5	ConstructConnect	Iorebi Siga	lore.siga@constructconnect.com	323-602-5079	Info only; Non-bidder, non-supplier
6	Cummins	William Jameson IV	william.jameson@cummins.com	971-291-2228	Equipment Manufacturer
7	Elitetex LLC	Jam	Email returned - Undeliverable	949-899-0101	
8	Native Instinct LLC	Brian Young	brian@nativeinstinct.co	561-408-9774	
9	North America Procurement Council Inc., PBC	Eric Johnson	sourcemanagement@nape.me	302-450-1923	
10	Pacific Power Group	Michael Witham	mwitham@pacificpowergroup.com	907-202-6663	Supplier
11	Plan Center Northwest	Brie Kidwell	megan@plancenternw.com	503-650-0148	Plan Center
12	Prime Vendor	Bid Clerk	primevendor123@gmail.com	910-805-9630	Info only; Non-bidder, non-supplier
13	PWXPress	Mary Miller	bids@pwxpress.com	408-676-8941	Other Subcontractor
14	RAM Construction	Wendy Hammes	bids@ramconstruction-wa.com	360-715-8643	Prime
15	THWilson Bonds	Sheila a smith	thwbonds@outlook.com	559-876-2610	Prime
16	visualinfomedia	sivakumar N	techzone@visualinfomedia.com	347-480-1475	
17	Western Contruction Resources	Dawn Harju	info@wcrinc.com	360-738-0370	Plan Center

Whatcom County Public Bid Opening invitation:

Join Zoom Meeting:

<https://us06web.zoom.us/j/84126397248>

Meeting ID: 841 2639 7248

One tap mobile

+12532050468,,84126397248# US

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 4553

Fund 507

Cost Center 50723

Originator: Rob Ney

Expenditure Type: One-Time

Year 2 2024

Add'l FTE

Add'l Space

Priority 1

Name of Request: Generator Williamson Way

X

B

Department Head Signature (Required on Hard Copy Submission)

1/14/23

Date

Costs:	Object	Object Description	Amount Requested
	7410	Equipment-Capital Outlay	\$125,000
	Request Total		\$125,000

1a. Description of request:

This is a re-appropriation required for an ASR approved in the 2023-2024 budget. Facilities did not have time to implement these improvements and is requesting to re-appropriate to 2024

Williamson Way is the home for Facilities Management. Within this facility are the servers that run the Access Control, Video Surveillance, and Energy Management systems for the entire County. Currently there is not a generator at this facility, and should there be a power failure, these systems would only be on-line the extent of the UPS battery back-up systems. For system integrity (similar to the generator currently backing up the IT data center), there should be constant power for system continuity.

1b. Primary customers:

All Departments that receive security, access control and energy management services from Facilities Management.

2. Problem to be solved:

Facilities Management is the security hub from the County. Many critical systems are located within this facility, and the facility does not have a back up generator. Should a prolonged power outage occur, systems would be off-line or unable to be altered or managed.

3a. Options / Advantages:

There currently is no back up generator, but this is not a prudent method given the systems that are located and managed within this facility.

Continuous system management is critical for our security and energy management systems.

3b. Cost savings:

The generator would be competitively bid.

4a. Outcomes:

This generator will be bid, and installed within the year approved.

4b. Measures:

The generator will be installed.
When the generator is installed at or under budget.

5a. Other Departments/Agencies:

The impacts would only be positive.

5b. Name the person in charge of implementation and what they are responsible for:

Supplemental Budget Request

Status: Pending

Administrative Services

Facilities Management

Suppl ID # 4553

Fund 507

Cost Center 50723

Originator: Rob Ney

6. Funding Source:

Rob Ney, Project & Operations Manager